

8/10/85
1200 workers
x = 6/05

MASTER CONTRACT
BETWEEN THE
SCHOOL BOARD
OF
INDEPENDENT SCHOOL DISTRICT #535
AND THE
ROCHESTER EDUCATION ASSOCIATION,
EDUCATION MINNESOTA, NEA - AFT
2003 - 2005

This contract is entered into this 9th day of March 2004, by and between the Rochester Education Association, hereinafter called the "Association" as the exclusive representative of all teachers in Independent School District No. 535, hereinafter called the "District," Rochester, Minnesota.



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MASTER CONTRACT

2003 - 2005

ARTICLE I - RECOGNITION

- 1.1 Independent School District No. 535 recognizes the Rochester Education Association as the Exclusive Collective Bargaining Representative on terms and conditions of employment and such other matters as may be agreed upon by the employer and the Exclusive Representative for all personnel employed by Independent School District No. 535 in professional positions which require Minnesota State Teacher Licensure as a condition of employment, and physical and occupational therapists employed by Independent School District No. 535, excluding the following: per diem substitute teachers who have not replaced an individual teacher for more than thirty (30) workdays between July 1 and June 30; confidential and supervisory personnel who have the authority and responsibility to evaluate, employ, promote, or dismiss other personnel in the bargaining unit or to effectively recommend same; and other positions established by District No. 535 and agreed to by the Exclusive Representative as part of the District's Administrative Team; and all other positions which have been excluded from the bargaining unit by practice.
- 1.2 It shall be recognized by both the Association and the District that a teacher represented by the unit may be employed in a position not subject to representation, and in such a position shall be excluded from representation for wages, hours, working conditions and all other conditions of employment as related to the non-unit employment. This shall not negate the individual's right to simultaneous representation under the bargaining unit for conditions of employment or rights to employment relative to a position recognized as represented by the Association as defined in Section 1.1.
- 1.3 The term "teacher" when used hereinafter in the Contract shall refer to all licensed employees and physical and occupational therapists represented by the Association in the bargaining unit as defined above.
- 1.4 The term "Association" shall refer to the Rochester Education Association.
- 1.5 The term "District" shall refer to the School Board of Rochester Independent School District No. 535 and/or the appropriate level of decision making within the administrative structure of Independent School District No. 535.

ARTICLE II - ASSOCIATION RIGHTS

- 2.1 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- 2.2 The District agrees to maintain a mailbox in the Educational Service Center Building for the use of the Association. The collection and distribution of Association mail will be the responsibility of the Association.

- 2.3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, without cost, as long as custodial overtime is not required and normal application procedures are followed.
- 2.4 Duly elected or appointed officers or agents of the Association shall have the right to be excused from work to conduct local, state, and national business in accordance with the following terms and conditions:
- A. If the District shall hire a substitute to replace the officer(s) or agent(s) during the absence, the pay of the substitute shall be deducted from the pay of the teacher excused.
 - B. During each school year, duly elected or appointed officer(s) and agent(s) of the Association shall be granted leave and excused from duty for an aggregate of fifty (50) teacher workdays to be used by the teacher officer or agent in such a manner as the Association shall determine subject only to the other provisions of this Article.
 - C. In addition to the fifty (50) days provided in "B" above, during each school year duly elected or appointed officer(s) of the Association shall be granted leave and excused fifty (50) teacher workdays to be used by state and national officer(s) to conduct state and national business.
 - D. No teacher shall be granted more than fifteen (15) days of leave for the above purposes without permission of the Superintendent of Schools.
- 2.5 If space and a suitable location are available, the Association, at its own expense, may put up a bulletin board in each school upon securing permission from the building administrator.
- 2.6 The District shall make available to the Association, a copy of all Board agendas, and a copy of the Board informational packet in the Office of the Superintendent of Schools.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 The District retains all rights to manage and direct the operations and employees of the District to the full extent of its statutory authority except as modified and limited by the agreement of the District as set forth in the terms of the Master Contract.
- 3.2 The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.
- 3.3 The Association recognizes that the District has the responsibility and authority to manage and direct its dismissal and assignment of personnel to the extent authorized by law except as limited by the Master Contract.

ARTICLE IV - NEGOTIATION PROCEDURES

- 4.1 A. Between the month of March of each odd numbered year and the following May, the parties shall initiate negotiations for the purpose of entering into a successor Contract for the succeeding two (2) year period. If either party desires to modify or amend this Contract commencing on July 1, 2005, it shall give written notice of such intent no later than May 1, 2005. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Contract.
- B. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 4.2 There shall be two (2) signed copies of the final Contract for the purposes of record, one retained by the District and one by the Association.

ARTICLE V - MEET AND CONFER COUNCIL

- 5.1 The Meet and Confer Council shall consist of four (4) teachers appointed by the Association, three (3) administrators, and two (2) representatives of the Board (at least one (1) of whom shall be a Board member). The Council shall elect its own chairperson and shall meet at least every other month from September to June.
- 5.2.1 The Council shall work from an established agenda of items submitted at least one (1) week prior to meetings, and shall operate according to the procedures set forth in the Meet and Confer Guidelines.

ARTICLE VI - SICK LEAVE, HOSPITAL LEAVE, AND MEDICAL LEAVE

- 6.1 A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used at any time for absence caused by illness or physical disability of the teacher; a member of the teacher's household; or emergency medical, dental appointment or treatment that is not of a routine nature and cannot be scheduled at a time other than during the school day. For each additional twenty (20) days that a teacher is employed beyond the Contract period as provided in Article "XV", the teacher shall receive an additional day of sick leave. The additional day(s) shall be available during the period of employment beyond the Contract, but it will not appear on the teacher's sick leave record until the next annual sick leave update.
- B. The unused portion of the sick leave allowance shall accumulate from year to year without limitation.
- C. If a teacher has accumulated less than thirty (30) sick leave days and/or hospital leave days in a fiscal year, only the cost of the substitute shall be deducted for illness beyond this accumulation up to a total of thirty (30) days.

After the benefits in this section are used, full deductions shall be made from the salary.

- 6.2A. At the beginning of each school year each teacher shall be credited with twenty (20) days of hospital and convalescence leave to be used for absences caused by illness or physical disability of the teacher which causes the teacher to be admitted to the hospital. This leave is granted on an annual basis and does not accumulate.
- B. Hospital leave may be used, as prescribed, by a teacher until such time as any combination of the teacher's hospital leave and sick leave equal ninety (90) working days. Beyond this point, hospital leave is lost and will not be restored until the combined sick leave and hospital leave is less than ninety (90) days.
- 6.3 The District will give consideration to extending additional sick leave benefits in hardship cases.
- 6.4 A teacher who is unable to teach because of personal illness or disability or a teacher who is drawing disability benefits or who is on long term disability and who has exhausted all accumulated paid sick and hospital leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request of the teacher. A teacher on such leave shall not be denied access to the benefits available to the rest of the teachers.
- 6.5 If the District has cause to believe that improper use of sick leave has been made, it may require that a teacher provide medical evidence of illness.
- 6.6 Time lost because of an accident covered by workers' compensation shall be charged to sick leave and/or hospital leave but workers' compensation checks shall go directly to the employee. The sick leave charged to the employee shall equate to the difference between the workers' compensation payment and the wage paid by the District.

ARTICLE VII - MATERNITY, ADOPTION, AND INFANT CARE LEAVE

- 7.1 Notice of Maternity, Adoption, and Infant Care Leave
- A. At the earliest possible date prior to commencement of the leave, the teacher shall meet with the Director of Human Resources or his/her designee to determine the conditions of the requested leave consistent with the terms of this Contract.
- B. A teacher desiring an infant care leave under this Article that exceeds one school year or the balance of any school year, and extends into a second school year shall specify a return date consistent with Section 7.4B1 to 7.4B5. The teacher shall return on the date specified in the approved leave except as provided in Section 7.5B2.

7.2 A teacher who is pregnant shall be entitled, upon request, to an unpaid leave to begin at any time after the commencement of her pregnancy in accordance with this Article.

7.3 Maternity Disability Leave

- A. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from, shall be afforded benefits the same as any other illness or disability. With physician's recommendation, benefits shall be afforded to support adoption.
- B. Disability benefits, paid sick leave, or hospital leave shall not be available to a teacher who is on an unpaid absence or leave immediately prior to or during disability, subject to the following exceptions:
 - 1. At the discretion of the District this prohibition may be waived if the purpose of the unpaid absence is to minimize disruption to the continuity of instruction.
 - 2. The terms and conditions of such a waiver shall be specified in a written agreement between the District and the teacher and shall be approved by the Director of Human Resources.

7.4 Leave for Infant Care

A leave of absence without pay will be granted for the purpose of infant care inclusive of adopted infants.

- A. An infant care leave shall commence on the first day approved by the School Board for the leave. The maximum length of the infant care leave shall be the remainder of the school year in which the leave began plus one additional school year. A teacher shall not be entitled to more than one Infant Care Leave per child. A teacher shall have the right to return as per Section 7.5.
- B. Return to employment from an infant care leave shall be at the start of the school year or at the mid-year break time appropriate to the position classification of the teacher.
 - 1. The mid-year break time appropriate to an elementary position shall be the scheduled mid-year parent conference or the semester break as determined by the District under the facts of each situation.
 - 2. The mid-year break time appropriate to a secondary position shall be the semester break.
 - 3. The mid-year break time appropriate to a special education position shall be at the conclusion of winter recess.

4. The mid-year break time for all other classifications of teacher positions shall be established as appropriate at one of the above stated mid-year break times.
5. In unique and unusual circumstances, return time during the school year may be established for an individual based on mutual agreement of the involved parties and with the approval of the Director of Human Resources.

7.5 Teacher Right of Return

- A. At the conclusion of a maternity disability leave pursuant to and in compliance with Section 7.3, a teacher shall have the right of return to previous teaching assignment. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
- B. Conclusion/Return from Infant Care Leave
 1. At the conclusion of an infant care leave pursuant to and in compliance with Section 7.4, a teacher shall have the right of return to the previous teaching assignment so long as the continuous absence including disability does not extend into two (2) school years. Provided, however, in the event that a teacher was afforded a maternity disability leave that commenced on or after April 1 in any school year and that maternity disability leave was followed by an infant care leave so that the combined leaves were continuous and extended into the succeeding school year, then that teacher shall have the right of return to the previous teaching assignment. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
 2. A teacher may request an early return from an Infant Care Leave approved pursuant to Section 7.1B. The parties may mutually agree to the early return if circumstances permit the District to honor the request.
- C. The provisions of Section 14.2 of this Contract regarding maintenance of benefits, shall apply to maternity disability leave and infant care leave.
- D. Failure of the teacher to be available for return to employment in accordance with the terms and conditions of the leave as approved or modified shall constitute voluntary resignation.
- E. The rights and conditions of return may be altered or disrupted by the District transfer and unrequested leave action under provisions of this Contract.

- 7.6 Any teacher on a maternity leave prior to the date of ratification of the Contract shall be subject to the terms and conditions of the Contract in force at the time the leave was granted unless waived by mutual agreement between the District and the teacher.

ARTICLE VIII - ABSENCE FOR PERSONAL REASONS (CODE 9)

- 8.1 Absence for DEATH IN THE FAMILY, HOSPITALIZATION OR DEATH OF A MEMBER OF THE HOUSEHOLD, JURY DUTY, PATERNITY, and EMERGENCY LEAVE shall be incorporated into and governed by the provisions of Personal Leave under Section 8.2.
- 8.2 Teachers may be granted leave with pay at the discretion of the District. District approval or denial of a personal leave request shall not be subject to grievance.

ARTICLE IX - TEACHER LEAVE DAYS (CODE 3)

- 9.1 Teachers shall be allowed two (2) days of absence with pay each school year at the discretion of the teacher.
- 9.2 Except in cases of emergency, a teacher using a leave day shall provide advance written notice to the Director of Human Resources no less than three (3) days prior to the absence. In no case shall a teacher file such notice more than ninety (90) calendar days prior to the absence.
- 9.3 Availability of a teacher leave day shall be limited as follows:
- A. No more than two and one-half percent (2-1/2%) of the teachers of the District may be absent under this leave provision on any one day.
 - B. Leave shall be granted in the order in which written notices required by Section 9.2 are received by the Director of Human Resources.
 - C. Approved leave days canceled by the teacher less than two (2) work days prior to the scheduled leave will be forfeited.
 - D. Leave days will not be granted during the last ten (10) student contact days of the school year, except with pre-approval of the Director of Human Resources for a special family event.
 - E. Any unused teacher leave days will be paid for at the total daily substitute rate of pay.

ARTICLE X - PROFESSIONAL LEAVE DAYS (CODE 6)

- 10.1 At the beginning of every school year, each teacher shall be credited with two (2) days to be used for professional leave. Professional leave would include but not be limited to such educational purposes as:
- A. visitation to view other instructional techniques or programs both in the District and in other school districts.

- B. classes, conferences, workshops, or seminars which are related to the improvement of instruction;
- C. local, state, or national meetings in the teaching discipline of the applicant;
- D. one (1) day may be used for the purpose of arranging graduate programs with colleges or universities.

10.2 Professional leave will be granted according to the following provisions:

- A. Except in emergencies, three (3) days advance notice shall be given to the Superintendent's designee or his/her representative. The Superintendent's designee or his/her representative, will notify the teacher requesting the leave that the leave request has been approved or disapproved. All disapprovals shall be provided in writing and shall include the reasons for the disapproval.
- B. Professional leave will not be granted to more than two percent (2%) of the staff on any given day, except as provided in Section 10.5 below.
- C. No more than fifty percent (50%) of any department in a school or twenty percent (20%) of the total staff in a school may be allowed to take professional leave on the same day. For purposes of this provision, departments at the elementary level are speech, physical education, library, special education, music, and art.
- D. The minimum number of staff eligible for professional leave under "C" above in a department or school will be two (2).
- E. Professional leave will not be granted during the last ten student contact days of the school year. This clause shall not, however, supersede 10.5. (This number of days will sunset on June 30th, 2005 and revert to previous twenty.)
- F. The restriction in "B", "C", "D", and "E" above may be waived by the Superintendent of Schools or his/her designee.

10.3 Professional leave will be used for sound professional reasons only.

- A. If there is cause to believe that the leave has been used improperly, a written verification may be requested by the Superintendent's designee, or his/her representative.
- B. Professional leave may not be used for any purpose that can be construed to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional ethical manner.
- C. If professional leave is not used for the purpose for which it was requested, loss of salary for the day or days in question will result. Any further improper use of professional leave by a teacher beyond the first

offense may be considered reasonable grounds for dismissal from any position in the District.

- 10.4 Alleged violations shall be brought promptly to the attention of the President of the Rochester Education Association, or his/her representative, for additional investigation and possible action.
- 10.5 Professional leave may be used as provided in Section 10.1 on a non-student/teacher day (e.g. Saturday). In those instances, teachers will be reimbursed up to the daily substitute teacher rate for expenses actually incurred, such as, mileage, tuition, registration or other related expenses.

ARTICLE XI - MILITARY LEAVE

- 11.1 A leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States after being on the staff of the District. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as the teacher would have accrued had the teacher taught in the District during such period.
- 11.2 Upon return, the teacher will be assigned a position as similar as possible to the position which the teacher left, unless placed on unrequested leave of absence. If the teacher desires, the teacher will then be reassigned to a more suitable position as soon as possible.
- 11.3 A teacher on such leave must notify the District that the teacher wishes to return and, as soon as possible, state the date of return. If the teacher does not wish to return, the teacher must so state this in writing and it will be considered a resignation. If the District hears nothing within a ninety (90) day period of the teacher's release from the service, it shall be considered a resignation.
- 11.4 Military leave shall not extend beyond four (4) years plus such additional time as the teacher may be required to serve pursuant to law.

ARTICLE XII - MILITARY RESERVE DUTY

If a teacher is required to fulfill duties to the Armed Forces by attending a reserve camp, up to fifteen (15) school days shall be allowed for this, without loss of pay. If at all possible, teachers shall first attempt to schedule such reserve camp time other than during the school year.

ARTICLE XIII - SABBATICAL LEAVE

- 13.1 Qualifications:
- A. In order to be eligible to apply for a sabbatical leave, the teacher shall have completed no less than seven (7) school calendar years of teaching in ISD 535 prior to the requested year of the sabbatical leave absence.

1. The seven (7) year eligibility period under Section 13.1A above shall be accumulative.
 2. Periods of teacher absence on a Board approved voluntary or involuntary leave shall not be included as qualifying time when accumulating the seven (7) year eligibility requirement.
 3. Absence for a sabbatical leave shall disrupt the seven (7) year eligibility requirement and cause the teacher upon return to re-qualify with an additional seven (7) year eligibility period prior to again being eligible for a sabbatical leave.
 4. In the event of dismissal or voluntary termination of employment and subsequent reemployment with a break in employment, the seven (7) year eligibility period shall commence with the last date of hire.
- B. A teacher shall not be eligible for a sabbatical leave if the year immediately prior to the requested sabbatical was broken by any Board approved voluntary or involuntary leave other than a medical disability leave.
- C. For purposes of Sections 13.1A and 13.1B, a Board approved leave for a teacher on special assignment duties within the District shall not be deemed a voluntary or involuntary leave.
- D. Leaves may be granted for:
1. study
 2. educational travel
 3. research
 4. teaching (must be in conjunction with 1, 2, or 3)
 5. educational projects
 6. combinations of the above
- E. The activity that a staff member engages in while on sabbatical leave must be related to the staff member's current professional responsibilities.
- F. Sabbatical leave from the District shall be limited to not more than nine (9) teachers. These leaves shall be proportionately distributed to elementary and secondary teachers first. If not used in a given division, then they shall be available at the other levels.
- G. The seven (7) year requirement in "A" above may be waived by the District for teacher(s) who are seeking vocational license(s) in areas where the District requires vocational licensure.

13.2 Compensation:

- A. The teacher granted a sabbatical leave shall be paid an amount equal to one-half (1/2) the salary the teacher would have received if discharging the teacher's duties in Rochester.
- B. A teacher on sabbatical leave shall have the financial contribution by the District reduced by the amount the teacher's total income related to the sabbatical would exceed the greater of:
 - 1. the maximum scheduled salary of the M.A. lane or;
 - 2. the maximum scheduled salary of the lane the teacher is on.
- C. Recipients of the leave shall retain all rights and benefits of duly employed teachers (i.e., insurance, retirement and tenure).

13.3 Obligations:

- A. A person receiving a sabbatical leave must agree to return to the school system for at least two (2) years after completion of the leave or repay the salary received while on leave. If the teacher returns for only one (1) year, the teacher shall repay one-half (1/2) the monies received while on leave.
- B. If the professional employee cannot fulfill the duties to the District after the sabbatical leave because of death, illness, or injury, the salary received need not be repaid to the District.
- C. The teacher will return to the same position which the teacher left preceding sabbatical leave, unless the teacher is assigned to an appropriate position mutually agreed upon by the Sabbatical Leave Committee and the Administration. If the previous teaching assignment no longer exists, the District shall assign the teacher to other teaching duties of equal duration for which the teacher is licensed and qualified, unless placed on unrequested leave of absence.
- D. A teacher who is granted a sabbatical leave must inform the District as soon as possible, but in no event more than thirty (30) calendar days after notification, whether the teacher intends to accept or reject the sabbatical. Failure to notify the Director of Human Resources in writing, within the thirty (30) day time limit, shall constitute a rejection of the leave unless this requirement has been waived by the Superintendent of Schools upon the recommendation of the Committee.

13.4 Applications:

- A. Staff members will make applications through their building administrator to the Director of Human Resources by January 15, preceding the year of absence. Such application shall include the description of the intended activity and expected benefits to the staff member's performance as a teacher in the District.

- B. All applications will be reviewed by a committee consisting of four (4) members appointed by the Superintendent and three members appointed by the Association. Committee members shall serve rotating three (3) year terms and may be reappointed.
- C. The above mentioned committee will rank qualified applications on the following criteria and forward its selections in the form of recommendations to the Superintendent of Schools:
 - 1. benefits which will accrue to the District from such a leave;
 - 2. length of service of the teacher;
 - 3. contribution to the general welfare of the schools;
 - 4. benefits to the individual.

The committee may select an application contingent upon the applicant's agreement to implement committee guideline(s) designed to support criteria 1, 3 and/or 4 above.
- D. The Superintendent of Schools shall receive and review the recommendations of the committee. Those recommendations of the committee which are approved by the Superintendent will be submitted by the Superintendent to the School Board. No recommendation shall be final until approved by the School Board.
- E. A suitable replacement for the teacher must be secured before the leave is activated.
- F. All applicants shall be notified in writing of the disposition of their applications by February 15.

ARTICLE XIV - LEAVE OF ABSENCE

- 14.1 A leave of absence without pay of up to one (1) year may be granted to any teacher who has been employed by the District for three (3) or more consecutive years, upon application, for the purpose of:
 - A. engaging in study at an accredited college or university reasonably related to the teacher's professional responsibilities;
 - B. foreign or military teaching programs;
 - C. the Peace Corps as a full-time participant in such program;
 - D. a cultural or work program related to the teacher's professional position;
 - E. seeking other employment opportunities;

- F. or such other reasons that are approved by the District.
- 14.2 A teacher who has been granted a leave of absence shall maintain all fringe benefits accrued prior to the teacher's leave and shall advance on the salary schedule for additional teaching experience acquired during the leave period.
- 14.3 A teacher wishing to apply for a leave of absence which will be in effect during the regular school year will make application through the teacher's school administrator to the Director of Human Resources by February 1, preceding the year of absence or at least thirty (30) calendar days before the leave is to commence. The Director of Human Resources will notify the teacher of the status of the leave requested by February 15 or as soon as practical if the thirty (30) day notice provision is in effect. At the discretion of the School Board, leaves granted under Sections 14.1, 14.2, and 14.3 of this Article may be extended or renewed. All such extensions or renewals shall be applied for and granted in writing.
- 14.4 A leave of absence shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall maintain the same benefits provided by the Contract as they would have accrued had they taught in the system during the period of the leave.
- 14.5 Teachers on a leave of absence under this Article shall have the right to return to employment upon completion of the leave. The teacher will be assigned to a position appropriate to the teacher's area of licensure and experience, unless placed on unrequested leave of absence.
- 14.6 Notice of return from leave shall be subject to the following:
- A. Written notice of intent to return or a written request to extend a leave must be received from the teacher on leave in the Office of Human Resources on or before February 15 of the year in which the leave expires.
 - B. On or before January 15 of the year in which the leave expires, the Office of Human Resources shall issue a notice to the teacher on leave via certified mail. The notice from the Office of Human Resources shall be a reminder to the teacher on leave of the February 15 deadline as provided in paragraph "A" above.
 - C. Evidence of the District reminder having been sent by certified mail shall satisfy the District's obligation for prior notice. Any certified letter returned to the District and not received shall be forwarded by the District to the Association. A certified reminder sent by the District to the teacher after January 15, shall provide the teacher a thirty (30) day period for appropriate notice of return or request for extension.
 - D. Failure of the teacher to provide a written notice of intent to return or a written request to extend the leave according to the provisions above, shall constitute voluntary resignation.

ARTICLE XV - DEDUCTIONS FOR ABSENCE

All deductions for absences not covered by leave policies will be made on a daily basis. The daily rate for the purpose of calculating deductions would be 1/192 of the annual salary of the employee. Deductions for teachers employed for a length of time not provided for above would be a pro rata amount of their contractual year. Deduction for half days shall be consistent with the above.

ARTICLE XVI - INCLEMENT WEATHER POLICY OR OTHER UNUSUAL CONDITIONS

- 16.1 When weather conditions or other emergency situations make it necessary to close schools on a student-teacher contact day either for an entire day or portion of a day, neither students nor teachers are required to be present. In the event a student-teacher contact day is lost for any emergency, teachers will not be required to make up time when students are not present.
- A. If, due to inclement weather or an emergency situation, school is closed early or students are kept beyond the regular duty day, the staff will remain in school to supervise and care for the safety of the students. Once the students are safely off the school grounds, the staff will report to the site administrator for debriefing prior to leaving the building.
- B. If, due to inclement weather or an emergency situation, school is started later than the normally scheduled time, teachers will report as close to the normally scheduled time as the teacher determines is safe and possible.
- 16.2 In the event the District decides to reschedule days lost in Section 16.1 above, the District and the Association shall negotiate said scheduling. In any event the days will be made up prior to June 30.

ARTICLE XVII - ADULT BASIC EDUCATION

Working conditions, compensation and benefits for Adult Basic Education hourly employees in the Adult Literacy Program are found in Appendix H of this contract.

ARTICLE XVIII - TAX-DEFERRED MATCHING CONTRIBUTIONS PLAN 403(B)

- 18.A The school district will contribute up to \$300 to a state approved tax-deferred matching contribution plan for each employed regular contract teacher as permitted by Minnesota Statute 356.24, except teachers less than .5 FTE.
- 18.B Staff who participate in the 403(b) plan and also receive severance from the District will have the District's contribution to the employee's 403(b) matching plan deducted from the severance payment.

ARTICLE XIX - IN-SERVICE EDUCATION

- 19.1 Required in-service courses other than those considered as a condition of employment shall be offered during the workday. There will be no charge for

such courses and no credit will be granted. The District also may offer such required in-service courses outside the workday and pay an amount equivalent to the appropriate per diem substitute pay to teachers who choose to take the required in-service course at times other than during the workday.

- 19.2 In-service courses required as a condition of employment shall be held outside the workday. There will be no charge for such courses and credit will be granted by the Superintendent's designee when appropriate for the teacher taking the course.
- 19.3 Optional in-service courses shall be held outside the workday. Credit will be granted by the District when appropriate for the teacher taking the course and a standard charge shall be made when the credit is applied to a lane change. The District may, at its discretion, waive the standard charge for credit and/or provide other financial incentive to encourage teachers to take optional in-service courses.

ARTICLE XX - DUES CHECK OFF

- 20.1 A. Any teacher may sign and deliver to the District an assignment authorizing deduction of membership dues and/or fees in the Association including the Education Minnesota, the National Education Association, and the American Federation of Teachers.
- B. Such authorization shall continue in effect from year to year unless revoked in writing to the Association and to the District Business Office between July 1 and September 1, of any year. Pursuant to such authorization, the District shall deduct such dues and/or fees from the regular salary check of the teacher for the authorized number of months. Said deductions shall normally begin in September and shall be completed in June of each year. Deductions authorized by a teacher after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- 20.2 The District agrees to remit these dues and/or fees to the Association once each month. An alphabetical list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Association.

ARTICLE XXI - MILEAGE

- 21.1 The rate of mileage shall be established by Board policy, but in no case will the rate paid teachers be less than the non-taxable mileage reimbursement allowance as determined by the Internal Revenue Service.
- 21.2 Mileage will be paid to teachers who are assigned to more than one (1) school for travel:
 - A. before school from their home school to an assigned school;

- B. required during the day;
 - C. after school to their home school from an assigned school;
 - D. mileage will not be paid for travel not performed.
- 21.3
- A. After assignments of special teachers are made, the teacher and the supervising consultant will determine the number of trips to be made during the school year and the total mileage to be reimbursed.
 - B. After assignments of other teachers are made, the teacher and the teacher's immediate supervisor will determine the number of trips to be made during the school year and the total mileage to be reimbursed.
 - C. Teachers not covered by "A" and "B" above shall be paid the rate as per Section 21.1 for all approved mileage to perform their assigned duties within or outside the District.
 - D. Reimbursement will be made by the Business Office at least twice a year in January and in June. Teachers who have annual travel expenses totaling \$400 or more may submit monthly reimbursement vouchers.
- 21.4 Teachers are not required to use their personal cars on District business except when such travel is a part of their regular teaching assignment.

ARTICLE XXII - BUILDING LEADERSHIP

- 22.1 Teachers assigned building level leadership duties in budgeting, curricular, and departmental areas shall be paid in accordance with Appendix "A" of this Master Contract.
- 22.2 Department chairpersons required by the District to report early for the new school year on one or both days designated as new teacher only reporting days, shall be paid the teacher's daily pro rata rate based on the new year's salary schedule. The District may require any department chairperson to report if notified on or before June 1 of the previous school year. After June 1, such early reporting shall require mutual consent.

ARTICLE XXIII - PROFESSIONAL GROWTH

23.1 Initial Employment Placement

Upon initial employment, a teacher shall be placed on the appropriate salary lane based on earned degree and graduate hours earned beyond that degree, subject to the following qualifications:

- A. New teachers shall be limited to the plus 15 intermediate lane placement beyond the appropriate degree lane level. This limitation shall not apply to reemployment.

- B. The plus 15 lane placement must qualify under all conditions of teacher intermediate lane placement as stipulated herein.
- C. Official verification of degree and graduate hours beyond the degree must be received in the Office of Human Resources no later than thirty (30) days after the Contract signing date or September 15 in the school year in which employment commenced, whichever shall occur later. NOTE: 1.5 quarter credits equal 1 (one) semester credit.
- D. When hiring a retired teacher, the following guidelines will apply:
 - 1. For a District 535 retiree, salary schedule placement will be at the maximum step, not including longevity, of the appropriate degree lane that person previously retired from, providing the retiree qualified for the step placement.
 - 2. At the retiree's request, a different salary may be mutually agreed upon between the retiree, REA, and the District. This amount shall not exceed the conditions of 23.1D1.

23.2 Lane Placement Change Following Initial Employment

A request for salary lane change with all attached official verification shall be received in the Office of Human Resources or be postmarked no later than September 15 in the year in which the lane change is granted. When September 15 falls on a day the office is not open, the following day of office hours shall be the deadline. Lane change will be granted when timely received based on verification of all standards as herein stipulated.

A. Degree Lane Placement

A teacher who is granted a Bachelor's, Master's, Educational Specialist or Doctorate Degree shall be eligible for degree lane placement subject to the following qualifications:

- 1. The degree must be granted from an accredited institution;
- 2. All official verification along with the request for placement must be timely filed as per 23.1C and 23.2 of this Article.

B. Intermediate and Equivalency Lane Placement

- 1. No more than twenty-four (24) quarter hours of credit earned prior to the date of initial employment may apply to intermediate (BA+15, BA+30, MA+15 and MA+30) or equivalency (MA Equivalency, Educational Specialist Equivalency) lane placement.
- 2. All credits applied to intermediate or equivalency lane placement must be graduate hours earned at an accredited institution provided, however, that a maximum of eight (8) quarter hours of credit may be undergraduate courses that are both germane to the teacher's

teaching assignment or degree course of study and are earned toward the BA+15, BA+30, or MA Equivalency. To be used for lane change, undergraduate credits must be approved in writing by the District prior to the course being taken. District approval or denial of a request for undergraduate course(s) to be used for lane change shall not be subject to grievance.

3. All credits applied to intermediate or equivalency lane placement must have been earned after the date the applicable degree was earned and conferred.

4. Bachelor's plus 15 (BA+15) lane placement:

A teacher who has earned fifteen (15) graduate quarter hours beyond the Bachelor's Degree shall qualify for the BA+15 salary lane placement.

5. Bachelor's plus 30 (BA+30) lane placement:

A teacher who has earned thirty (30) graduate quarter hours beyond the Bachelor's Degree with no less than fifteen (15) of these credits earned at one institution, shall qualify for the BA+30 salary lane placement.

6. Master's Equivalency Lane Placement:

A teacher who has earned fifty-seven (57) graduate quarter hours beyond the Bachelor's Degree with no less than twenty-eight (28) of these credits earned at one institution, shall qualify for the MA Equivalency lane placement. Only courses in which a grade of "B" (3.0), "Pass", or higher has been earned will qualify for the MA Equivalency salary lane placement.

7. Master's plus 15 (MA+15) lane placement:

A teacher who has earned fifteen (15) graduate quarter hours beyond the Master's Degree shall qualify for the MA+15 salary lane placement.

8. Master's plus 30 (MA+30) lane placement:

A teacher who has earned thirty (30) graduate quarter hours beyond the Master's Degree shall qualify for the MA+30 salary lane placement.

9. Educational Specialist Equivalency lane placement:

A teacher who has earned forty-five (45) graduate quarter hours beyond the Master's Degree shall qualify for the Educational Specialist Degree (Equivalency) lane placement. Only courses in

which a grade of "B" (3.0), "Pass", or higher has been earned will qualify for the Educational Specialist Equivalency lane placement.

23.3 District Fee Paid In-Service Courses

District fee paid in-service courses may be used as credits towards a salary lane change. District in-service courses as approved by the District may be used as credit towards a salary lane change so long as the teacher pays the course fee as established.

23.4 Physical and Occupational Therapists

Physical and occupational therapists shall be allowed to earn credits toward lane changes by counting each twelve (12) clock hours of workshops, conferences, seminars, and other related sessions as one (1) college quarter hour credit in accordance with the requirements and limitations on vocational work experience credit found in Section 23.5 of this Article.

23.5 Vocational Work Experience Credit:

- A. Teachers in positions which require vocational licensure shall be subject to all provisions of this Article.
- B. Vocational teachers may earn additional credits towards lane changes by applying work experience, workshops, conferences, seminars, industrial schools and manufacturer's institutes in accordance with the following:
 - 1. To be counted for lane advancement, the activity must be approved by the Director of Human Resources prior to registration or participation;
 - 2. No more than fifty percent (50%) of each lane advancement can be made up of work experience or workshops, etc.;
 - 3. No less than fifty percent (50%) of the academic credits must be from one (1) institution;
 - 4. Each sixty (60) clock hours of work experience equals one (1) college quarter hour credit;
 - 5. Each twelve (12) clock hours of workshops, conferences, seminars, industrial schools and manufacturer's institutes equals one (1) college quarter hour credit.
- C. Vocational non-academic experience as defined in this section shall apply to a lane change only when earned after employment.

23.6 In the event any of the provisions of this Article are more restrictive than a professional growth program which was previously approved, the least restrictive provisions shall apply.

ARTICLE XXIV - FRINGE BENEFITS

- 24.1 Health/hospitalization, dental, life and disability insurance shall be made available to eligible teachers in accordance with the following.
- A. Health/Hospitalization and Dental benefits in effect on 7/1/93 and as modified by the District and the Association shall be described in the District's health/dental insurance publication.
 - B. The Employee Insurance Benefit Review Committee (EIBRC) shall comprise three members appointed by the District and three appointed by the Association. This committee will be convened to discuss benefit changes if the Association and the District agree to initiate discussion.
 - C. Changes in the benefit plans may be recommended by the EIBRC. Recommendations shall be implemented if approved by the Association and by the District.
 - D. The Employee Insurance Committee shall establish an appeals procedure to resolve benefit interpretation disputes between an insured and the District's insurance office. If the resolution recommended through the appeal procedure is not acceptable to the employee or the District, the dispute may be appealed to the Insurance Trust Committee. The Insurance Trust Committee's determination of the individual's benefit dispute shall be final. The Master Contract grievance procedure is not available to the insured in these matters.
 - E. Eligible teachers for purposes of participation in the health/hospitalization insurance plan provided by the District shall include full and part-time teachers. Part-time teachers who are employed on or after January 1, 1998 for less than a .5 position shall be eligible to participate in the health/hospitalization insurance plan provided that they pay the full cost (100%) of either the single or dependent premium.
- 24.2 Health/Hospitalization Insurance
- A. Effective January 1, 1998, the District will pay one hundred percent (100%) of the single premium for full-time teachers and for part-time teachers employed for a .5 position or greater. Part-time teachers employed less than .5 who were employed as of December 31, 1997 and who were receiving a District contribution toward the health/hospitalization premium shall continue to receive that same contribution during the term of this Agreement. Part-time employees employed on or after January 1, 1998 for less than a .5 position shall not be eligible for a District contribution toward health/hospitalization insurance premiums, whether single or dependent.
 - B. The District will pay seventy percent (70%) of the eligible dependent's premium for full-time teachers, part-time teachers employed for a .5 position or greater, and part-time teachers employed for less than a .5 position hired prior to January 1, 1998 and who were receiving a District

Contribution toward health/hospitalization insurance, and the employee will pay the remaining thirty percent (30%). (NOTE: Cost shifting language in the Plan of Benefits may alter the dependent premium for the employee.)

- C. If two (2) employees both eligible for paid dependent benefits are husband and wife, the District shall pay one hundred percent (100%) of the dependent premium.

24.3 Dental Insurance

- A. Effective January 1, 1998, the District will pay the full premium for employee and dependent coverage for all full-time teachers and eligible part-time teachers employed in a .5 position or greater. Part-time teachers employed in a less than .5 position prior to January 1, 1998 and who were receiving a District contribution toward premium as of December 31, 1997 shall continue to receive that contribution during the term of this Agreement.
- B. Part-time teachers employed in a less than .5 position on or after January 1, 1998, will receive no employee or dependent premium paid by the District; however, they may purchase dependent coverage with the full cost of the premium paid by the teacher.

24.4 Term Life Insurance

The District will pay fifty percent (50%) of the premium cost of term life and accidental death and dismemberment policy for full-time teachers that will be paid to the teacher's designated beneficiary or beneficiaries and the employee shall pay the remaining fifty percent (50%) of the premium cost. The term LIFE/ADD Policy of the District for teachers shall be twice the teacher's salary or \$75,000, whichever is greater.

24.5 Disability Insurance

The District will pay fifty percent (50%) of the premium cost for full-time teachers and the employee will pay the remaining fifty percent (50%) of the premium cost. (Note: Language in the LTD plan of benefits may allow employees to purchase additional coverage.)

24.6 Survivor(s) Health Care Benefit

The District shall continue to provide health insurance coverage for the survivor(s) of any teacher who at the time of death was employed by the District. One hundred percent (100%) of the cost of the insurance premium shall be paid by the survivor. This survivors' eligibility shall continue for the period of time allowed by the District's health insurance program and/or as required by applicable laws.

24.7 Disabled Employee Health Care Benefit

The District shall not terminate, suspend or otherwise restrict the participation in or the receipt of benefits otherwise payable under any policy of group insurance to any teacher who becomes totally disabled while employed by the District solely on account of absence caused by such total disability. One hundred percent (100%) of the premium cost of the plan(s) in which the employee was enrolled at the time of disability shall be paid by the disabled employee. (Note: Language in the LTD plan of benefits may alter the individual dental and individual health insurance premium for employees receiving long term disability benefits from the district's long term disability carrier.) (In accordance with Chapter 340, 62A.147 and 62A.148.) One hundred percent (100%) of the premium cost shall be paid by the disabled employee.

24.8 Annual Insurance Coverage

The District shall make payment of health insurance premium for each teacher to provide insurance coverage for the full twelve (12) month basis. Example: The teacher receiving his/her last check August 31, will be covered through September 30. Dependent coverage is treated in a like manner. Example: The eligible teacher pays thirty percent (30%) of the dependent premium out of the August 31 check, and dependent coverage is continued through September 30.

24.9 Unrequested Leave Health Insurance

Teachers on unrequested leave or any other leave shall be able to purchase the major medical, accident, and health insurance coverage at the prevailing group rate for up to eighteen (18) months.

ARTICLE XXV - EXTRA DUTY PAY

- 25.1 The pay schedule for specific extracurricular duties will be found in Appendices "B" and "C," attached for 2003-2004 and Appendix "D" and "E," attached for 2004-2005.
- 25.2 The number of hours in a "unit" of extracurricular work in the area of intramural sports shall be sixty (60).
- 25.3 Compensatory time may be provided in lieu of or as part of the extra duty stipend as listed in the appendix.
- 25.4 The listing of a position on the extra duty schedule does not obligate the District to the existence of the position.
- 25.5 A. Any new extra duty position established by the District during the term of this contract shall be assigned appropriate placement on the schedule as determined by the District. The District shall inform the Association of its placement determination. Should the Association disagree with the District's placement determination, such disagreement shall be referred to the committee as specified in 25.5B.

- B. A committee of eight (8) members shall be formed to develop a system to establish, evaluate and reevaluate the relative relationships between various positions on the Extracurricular Pay Schedules. The Association and the District each shall appoint four (4) members to the committee.

The committee shall make recommendations to the District and the Association on changes needed on Extracurricular Pay Schedules and proposed implementation time lines. Such recommendations shall be reported no later than January 1, 2005.

The committee shall be reconvened upon request of either party.

ARTICLE XXVI - SALARY SCHEDULE

26.1 Salary Schedule

- A. The salary schedule for the 2003-2004 school year is found in Appendix "F", attached.
- B. The salary schedule for the 2004-2005 school year is found in Appendix "G", attached.
- C. The annual salary as listed in the appendix shall be based on 192 days.
- D. If negotiations for a successor Contract are not completed at the commencement of the 2005-2006 school year, teachers shall continue to be paid the 2004-2005 rate of pay until a successor Contract is ratified by the parties and fully implemented, at which time, the 2005-2007 Contract shall govern a teacher's compensation effective as of and retroactive to July 1, 2005.

26.2 Increments

All teachers, including those who work part time, will be advanced one (1) step on the salary schedule provided they are employed for ninety (90) or more duty days during a given year.

26.3 Pro Rata Pay

All teachers employed less than full-time shall be paid a full pro rata portion of their appropriate lane and step on the salary schedule. The following formula shall be used to calculate the pro rata pay:

- A.
$$\frac{\text{Assigned Teaching Time per Week}}{25} = \text{Pay Fraction}$$
- B.
$$\text{Pay Fraction (X) 36.25 Hours} = \text{Duty Week}$$
- C.
$$\text{Pay Fraction (X) 27.5 Hours} = \text{Maximum Weekly Student Contact Time}$$

- D. The resulting time from the subtraction of the weekly contact time from the weekly duty time shall be weekly preparation time (B - C = D).

26.4 Additional Compensation Calculations

- A. All teachers employed in positions which require licensure in the alternate school, adult education classes, driver's education and other similar programs which run beyond the normal school day, shall be paid at an hourly rate based on the BA Step Ten (10) divided by 1400 hours or the pro rata rate as arrived at through the following formula, whichever is greater:

$$\frac{\text{Total Hours Employed (X) Salary for Appropriate Lane and Step}}{7} = \text{Salary}$$

- B. Teachers involved in K-12 summer school curriculum writing and K-12 summer school teaching shall be paid for time worked based on an hourly rate determined by dividing the MA+15, Step Five (5), annual salary by 1400 hours. The salary for summer school program development provided in this section shall be effective for 2003-2005 Master Contract and shall be reviewed prior to adoption of the 2005-2007 Master Contract.
- C. No secondary teacher can be required to assume a number of classes beyond the normal load. In the event a teacher agrees to an additional class(es), they shall receive full pro rata pay as provided in Section 26.3 of this Article.
- D. Teachers will receive the following annual payment based on the indicated number of years of employment as a teacher, of which nine (9) must be cumulative service in the Rochester Public Schools: \$1,100 after twelve (12) years, \$1,600 after seventeen (17) years, \$2,100 after twenty-one (21) years, \$2,600 after twenty-five years, and \$3100 after twenty-nine (29) years. This longevity payment is in addition to the appropriate salary as provided by the salary schedule.

26.5 Pay Periods

- A. Pay for the performance of basic services under individual contracts for ten months or longer, shall be made in twelve (12) monthly installments from August 31 through July 31. Amounts due shall be posted to the bank of the teacher's choice for crediting to the teacher's account on the last workday the central office is open each month provided such bank is a member of the Automated Clearing House.
- B. Pay for the performance of basic services under individual contracts for less than the full school year in which services extend to the conclusion of the school year shall be made in monthly installments through July 31. Pay for the performance of basic services under individual contracts for less than the full school year which services do not extend to the conclusion of the school year shall be made in installments over the length of the contract of employment.

- C. Pay for the performance of substitute services under the individual contracts shall be made in installments over the length of the contract of employment.
- D. Extra pay earned from the District for work not included in the teacher's scheduled salary shall be spread over the pay periods in which the extra pay was earned. The period for recording extra work is from the 16th of one month through the 15th of the succeeding month. The District shall pay the amount due to the teacher's account on the last workday the central office is open each month.
- E. Extra pay may have taxes withheld in one of the following two ways at the teacher's option:
 - 1. The teacher may direct that the applicable IRS allowed deductions for federal and state taxes to be withheld from the extra pay. Such direction applies only to the pay period for which it is claimed and must be renewed for each subsequent pay period in which it is desired.
 - 2. The teacher may elect to modify the teacher's W-4 for appropriate tax withholding. The W-4 election remains in effect unless subsequently changed by the teacher.
- F. Upon termination the teacher may request and receive any compensation outstanding on or before the last workday that the central office is open of the month the employment terminates. The request must be made by the fifteenth (15th) of that month.

Special Projects

- 26.6 A special project shall be defined as a specific task over and above the regular school day for a defined period of time excluding classroom teaching assignments. For the term of the 2003-2005 Master Contract, program development contracted outside of summer school and not requiring adherence to a duty day shall be compensated as a special project pursuant to section 26.7 of this Article.
- 26.7 The Association shall be informed of the specifics of the project(s) and the established rate of pay for the project(s). The Association shall have two (2) weeks to file an objection to the established rate of pay. Should the Association file an objection, the issue shall be resolved through negotiations between the District and the Association prior to the implementation of the special project.

ARTICLE XXVII - SEVERANCE PAY

- 27.1 Any teacher leaving the employment of the District after having completed no less than ten (10) years of employment shall be entitled to severance pay according to the schedule found in Section 27.2 of this Article. Such severance pay shall be based on the teacher's current per diem rate of pay based on salary

schedule placement plus longevity at the time employment is terminated. Such severance pay shall be exempted from retirement deductions and from any calculation in retirement benefits.

- 27.2 A. A teacher terminating employment after having reached the age of fifty (50) and having completed no less than ten (10) years of employment with the District shall be entitled to payment for unused accumulated sick leave at the teacher's daily rate of pay based on salary schedule rates in effect at the time of retirement up to a maximum of one hundred (100) days of sick leave.
- B. In addition to the benefit described in 27.2A above, any teacher who retires with a minimum of more than one hundred (100) days of accumulated unused sick leave, who qualifies for the Rule of 90, and who has completed no less than ten (10) years of employment as a teacher with the District shall receive an additional payment for additional and unused sick leave proportionate to the years of service in the District provided the teacher has that number of days as sick leave above the one hundred (100) days, all in accordance with the following chart:

Years of Service	Minimum Accumulated Sick Leave	Number of Days Pay
20 - 25	110 days	10
26 - 30	115 days	15
31 or more	120 days	20

- 27.3 Age for purposes of severance shall be determined by the age on the thirty-first (31st) day of August in the school year that the teacher's employment is terminated. Example: if you are sixty (60) on August 31, 1987, and your birthday is September 1, 1987, and you retired at the end of the 1987-88 school year, your age for purposes of severance pay calculation would be sixty (60).
- 27.4 Severance pay shall be made in a lump sum to the teacher, or, in the event of the death of the teacher prior to the payment, to the teacher's beneficiary or beneficiaries. At the teacher's option, severance pay shall be paid within one (1) calendar year from the termination of employment.
- 27.5 Effective with the 2000-2001 school year, the school district will contribute up to \$300 to a state approved tax-deferred matching contribution plan for each employed regular contract teacher as permitted by MS 356.24, except hourly teachers and those less than .5 FTE.
- 27.6 A. Teachers who at the time of retirement have completed no less than ten (10) years of employment with the District and who qualify for the Rule of 90 may continue to participate in the District major medical, accident and health insurance program with fifty percent (50%) of the individual or individual and dependent premium rate paid by the retired teacher. The fifty percent (50%) District paid benefit will continue until the retired teacher becomes eligible for Medicare. The coverage cannot be continued beyond the date the employee enrolls under any other group health plan.

- B. Teachers who at the time of retirement have completed no less than (10) years of employment with the District and who have not qualified for the Rule of 90 may continue to participate in the District major medical, accident and health insurance program with one hundred percent (100%) of the premium rate paid by the retired teacher, for a length of time according to state law.
- C. Failure by the participant to pay the premium will result in termination of the insurance.

ARTICLE XXVIII - PRIOR TEACHING EXPERIENCE CREDIT

- 28.1 The maximum experience credit allowed shall be equivalent to the maximum number of steps on the salary schedule, not including longevity.
- 28.2 The District shall evaluate prior teaching experience to determine the appropriate initial salary placement based on one (1) year experience credit for each full year of prior teaching experience.
- 28.3 Any newly employed teacher who is required to hold vocational licensure shall be placed on the appropriate lane and shall receive credit for any combination of teaching experience and applicable work experience up to the maximum level of allowed experience credit under this Article.

ARTICLE XXIX - CALENDAR

- 29.1 Any calendar affecting the teacher work year which is adopted by the School Board shall be subject to the following conditions:
 - A. There shall be up to a maximum of 180 student contact and parent conference days.
 - B. The calendar shall provide up to four (4) workshop days prior to the opening of school and up to two (2) additional workshop days prior to the opening of school for new teachers and department chairpersons.
 - C. The calendar shall include two (2) non-paid days in October during the annual Education Minnesota Convention.
 - D. A minimum of one (1) day shall be provided at the end of each quarter as a day of non-student contact.
 - E. A minimum of one (1) additional day may be scheduled during the school year for workshops or other appropriate non-student contact activities.
 - F. The calendar shall include no less than four (4) paid holidays.

The K-12 paid holidays shall include Labor Day, Thanksgiving Day, Presidents' Day or Martin Luther King Day, and Memorial Day.

ARTICLE XXX - PRINCIPLES OF EMPLOYMENT

- 30.1 The District and the Association agree that in the course of employment all teachers shall be entitled to the full rights provided and guaranteed by the United States and Minnesota Constitutions and by all applicable laws. Such rights include, but are not limited to, equal employment opportunity, full political rights, freedom of expression, due process, freedom of Association, and religious freedom.
- 30.2
- A. Personnel data are private to the full extent permitted by law. The teacher may, upon written request, release data that are private.
 - B. Each teacher shall have the right, with one (1) day prior notice, to review the contents of the teacher's own personnel file, which is under the jurisdiction of the Director of Human Resources. Such review will be limited to material which has been generated within the District. A representative of the Association, may, at the teacher's request, accompany the teacher in this review. Upon request, a copy of any or all materials which have been generated within the District contained therein shall be provided to the teacher at the teacher's expense.
 - C. It is the intent of the parties to this Contract that secret or unique personnel files containing material that is not found in the personnel file under the jurisdiction of the Director of Human Resources, shall not be kept by any employee of the District.
 - D. Any material not shown to a teacher and placed in the teacher's personnel file under the jurisdiction of the Director of Human Resources within ten (10) school days after receipt or composition, shall be of no force or effect in any employer action against the teacher.
 - E. The teacher shall have the right to submit for inclusion in the file, written information in response to any material therein. The inclusion shall be permanently attached to the material which the teacher is supplementing. The District may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or substantially inaccurate through the grievance procedure.
- 30.3 Suspension
- A. A teacher may be suspended with or without pay for just cause.
 - B. Prior to any formal notice of suspension, the District shall schedule a meeting with the teacher for the purpose of permitting the teacher to present information which the teacher believes the District should consider before reaching a decision. The meeting shall be informal. Either party may have representatives at the meeting.
 - C. Suspension shall take effect only upon written notice to the teacher. The notice shall include a statement of the grounds for suspension, and the length of the suspension.

- D. The length of the suspension shall be appropriate to the circumstances.
- E. A suspension is subject to review through the grievance procedure. Any suspension shall be deemed to be at Level III of the grievance procedure (Section 40.3D).
- F. Personnel data generated pursuant to this Section shall be private to the full extent permitted by law. Any personnel data controlled by the School District that is ordered to be expunged by an arbitrator's award shall be expunged before the data is disclosed pursuant to law.
- G. In the event that the suspension is reversed or reduced, the arbitrator shall award relief appropriate under the circumstances.

ARTICLE XXXI - ASSOCIATION REPRESENTATION

A teacher shall be entitled to have present a representative of the Association when being reprimanded, warned or disciplined, for any grievous infraction of rules or serious deficiency in professional performance. The affected teacher may request that Association representation be present. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is present.

ARTICLE XXXII - TEACHING CONDITIONS

- 32.1 If space is available, a room shall be assigned to teachers in each school in which they work to permit the effective discharge of their teaching responsibilities.
- 32.2 A. In order to permit freedom of access, each teacher shall be given keys to the teacher's classroom(s), faculty lounge, and teacher's work area(s), if such facilities exist and if such access does not conflict with the proper administration and control of the area in question.
- B. Upon request and subject to reasonable regulation, established by the administration, a teacher may be provided with a key, or other means of access, to an outside door of the teacher's building during non-school hours.

ARTICLE XXXIII - ASSIGNMENTS

- 33.1 A. Assignments in addition to the normal teaching assignments during the regular school year, including night classes, extra duties enumerated in the extra duty schedule, and summer school teaching, shall be by mutual consent.
- B. Assignments (referred to in "A" above) are made on an annual, seasonal, and/or specified term basis and may be offered at the discretion of the District except as limited by other sections of this Contract. Acceptance of an assignment shall be at the discretion of the teacher.

- C. The subsections above shall not alter the right of the District to terminate the teacher at any time based on cause or discontinuation of the position.
 - D. Extra duty assignments (referred to in "A" above):
 - 1. The District shall give notice of intent to renew or non-renew extra duty teacher assignments no later than July 1. Upon receipt of notice of renewal, the teacher shall have ten (10) days to file an acceptance or rejection of the assignment as offered by the District.
 - 2. Extra duties enumerated in the extra duty schedule unassigned on or after July 1, shall be offered as promptly as possible.
- 33.2 Insofar as it is reasonably possible, all staff who will be engaged in summer employment shall be notified of their summer assignment no later than the first day of May of each year.
- 33.3 Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unnecessary amount of interschool travel. Such travel time shall not be charged against preparatory time or relief time and such teachers shall be notified of any change in their schedule as soon as possible.
- 33.4
- A. All openings for positions which require elementary, secondary, and vocationally licensed teachers, including alternate school, adult education classes, summer school, (curriculum writing and teaching) and other programs which require licensed teachers shall be posted in accordance with Article "XXXVI".
 - B. Such position(s) shall be filled on the basis of a teacher's area of licensure and seniority in the District. When these factors are substantially equal, preference shall be given to teachers who have taught the grade and/or subject in question in the District. Teachers employed in the District shall have priority to such assignments before appointment of applicants not currently employed by the District unless such applicant has unique and substantially superior qualifications.
 - C. The seniority provision in "B" above shall not apply to openings in the alternate school or in curriculum writing.
 - D. In applying "B" above to adult programs or the vocational adult program, a teacher can use the teacher's seniority to claim a position in these areas only once during the term of this Contract.
 - E.
 - 1. Posting of summer school teaching positions shall specify the time to be worked. If there are competing applicants for a summer teaching position, selection shall be by seniority, however, each teacher may exercise his/her seniority only once during the term of this Contract.

- 2. The above seniority provision shall not apply if a program requires an applicant to possess unique qualifications based on bona fide program requirements.
- 3. All new contracts for summer school teaching shall be offered to the teacher subject to adequate enrollments to justify offering the course.

33.5 No appointment of a new teacher shall be made while there is available a presently employed part-time teacher with District seniority appropriate for the position who has a contractual relationship with the District thirty percent (30%) or greater of the full-time teacher duty week. Such a part-time teacher who requests an increased contractual relationship into an instructional area for which the teacher is properly licensed but has not acquired seniority rights shall be interviewed and given due consideration prior to the appointment of a new teacher to the position.

ARTICLE XXXIV - TEACHER TRAINING

- 34.1 Any policy for acceptance and training of interns shall be adopted by the School Board after consultation with the Meet and Confer Council.
- 34.2 A teacher shall have two (2) years teaching experience, at least one (1) of which shall be in the District, before the teacher may be responsible for student teacher supervision.

ARTICLE XXXV - HIRING OF SUBSTITUTES

- 35.1 Classes of absent teachers shall be staffed with qualified per diem substitute teachers, if available.
- 35.2 In the event of an unexpected absence of a teacher, the class of the absent teacher may be assigned to another teacher(s) if both a per diem substitute is not available and no teacher volunteers.
- 35.3 When a teacher either volunteers or is assigned pursuant to 35.2 to substitute for an absent teacher, the compensation will be as follows:
 - A. An hourly rate pro-rated from the then current eleven (11) day per diem substitute rate for supervising the absent teacher's students within the substituting teacher's 27 1/2 hours of student contact time. If more than one teacher shares the supervision of the additional students, this compensation shall be distributed equally among those teachers.
 - B. An hourly rate pro-rated from the BA Lane scheduled maximum cell of the applicable salary schedule for supervising the absent teacher's students outside the substituting teacher's 27 1/2 hours of student contact time. If more than one teacher shares the supervision of the additional students, this compensation shall be distributed equally among those teachers.

- 35.4 As an alternative to the monetary compensation provided under 35.3, the teacher's administrative supervisor may reschedule the teacher's duty time to offset time spent substituting for other teachers. The teacher then has the option of being compensated under 35.3 or 35.4. The rescheduling of time will be by mutual agreement.
- 35.5 If a teacher has been absent during scheduled parent conference days because of illness, accident, emergency, or death in the family, upon the teacher's return, a substitute shall be engaged to teach the classes while the teacher completes conferences. A substitute shall be allowed for each day absent, but not for more days than the time allowed for conferences.

ARTICLE XXXVI - POSTING OF VACANCIES ON PROFESSIONAL STAFF

- 36.1 Upon receipt of the resignation of a teacher, or when a teaching vacancy exists during the school year (September to June), or when a new position covered by the Contract is created; the Director of Human Resources shall send to the administrator of each school in the District and to all directors and supervisors of employees, a list of all such vacancies existing in the professional staff.
- A. This list of vacancies shall be posted in a conspicuous place in the school building and in a conspicuous place in the Office of Human Resources. A copy shall be forwarded to the Rochester Education Association.
- B. During the months of June, July and August, the posting of vacancies will be done only at the Office of Human Resources and at buildings where school is in session.
- 36.2 Subject to the provisions of this Contract, nothing contained within this Article shall be construed so as to prevent the employer from selecting the person considered to be best qualified for the position.
- 36.3 No opening that must be filled immediately shall be filled until it has been posted for at least five (5) weekdays. All other openings shall be posted for at least ten (10) weekdays.

ARTICLE XXXVII - TRANSFER

- 37.1 General Procedures
- A. For the purposes of this Article, the "**Seniority List**" as established in Article "XXXVIII", Section 38.2, shall be the basis of all transfers.
- B. Teachers on full employment shall have priority for transfer and assignment consideration prior to the recall of a teacher from unrequested leave or the upgrading of a teacher from underemployment.
- C. The District shall have the right to override the transfer and assignment provisions of this Article based on educational need. If a grievance is initiated based on educational need, the District shall show cause to justify educational need.

D. Timing and Sequence

1. Spring transfer shall be carried out within an appropriate time period, which shall generally begin after April 1, and be completed prior to the end of the school year. Teachers will be provided at least five (5) weekdays to be informed of vacancies and to consider alternatives.
2. The intent of the transfer timing and sequence is to effect transfer at a time when the best information is available to the District and to the teacher.
3. Implementation of transfer approved after the beginning of an instructional year, semester or quarter may be delayed to a natural break time or to the succeeding school year, at the discretion of the District.
4. When a vacancy occurs, transfer shall take place in the following order:
 - a. in-building
 - b. involuntary
 - c. voluntary
5. For the purposes of this Article, the definition of the term "building" shall depend upon the subject matter area taught by a teacher as follows:
 - a. for special education teachers and special area teachers as identified by mutual agreement between the District and the Association, all school sites within the District;
 - b. for any other teacher, the specific school site to which the teacher is assigned. In the event that a teacher is assigned to more than one school site, then the site where the teacher performs the largest fraction of his/her contracted duties shall be the specific or home building of assignment. The District will determine the teacher's home building if such larger assignment percentage does not exist.

37.2 In-building Transfer

- A. Transfers from one grade and/or subject assignment to another grade and/or subject assignment within the same building shall be accomplished on the basis of seniority and licensure before those positions are opened to involuntary or voluntary transfers. All such openings shall be posted by the school principal for the information of all building staff.
- B. The principal having the open position shall have the right to deny such a transfer provided that the principal explains the reasons directly to the applicant and at the request of the applicant the reasons shall be reduced to writing. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

37.3 Involuntary Transfer

- A. A displaced teacher is a teacher for whom there is no position in his/her current building to the extent of his/her entitlement by area of seniority and by date of seniority. A teacher who does not have access to an in-building position filling his/her full entitlement becomes displaced and is subject to the involuntary transfer procedure of this Article.
- B. When involuntary transfer or reassignments are necessary, qualified volunteers, if any, will be transferred or reassigned first. If no volunteer is available in the building, the least senior teacher in the grade level or subject area for the position being transferred or reassigned, shall be the teacher transferred or reassigned.
- C. A complete list of open teaching positions in the District will be made available to all teachers being involuntarily transferred or reassigned. All positions shall be filled on the basis of licensure and seniority with the most senior properly licensed teacher selecting an open position first. All teachers being involuntarily transferred or reassigned shall be given reasonable time off for the purpose of visiting the schools within the District in which the open positions exist.
- D. Teachers, upon request, shall have a right to a written statement of the reasons for involuntary transfer.
- E. If that teacher's original position reopens prior to the start of the second school year after the involuntary transfer or reassignment takes place, the position shall be posted in accordance with Article "XXXVI" and the teacher may reclaim the position. The teacher shall have the option of waiting until the end of the current year before reclaiming the position.
- F. A teacher subject to this section may waive the claim to a specific assignment without loss of right to exercise a future claim to assignment based on involuntary transfer.

37.4 Voluntary Transfer

- A. Teachers within their first two (2) years of employment in the District may not access voluntary transfer rights unless there is a mutual agreement between the supervisor, teacher and Director of Human Resources. (This language shall sunset on June 30, 2005.)
- B. A teacher who desires a change in grade and/or subject assignment, or who wishes to transfer to another school, shall file an application with the Director of Human Resources.
- C. All applications for voluntary reassignment and/or transfer will be filled on the basis of licensure and seniority with the most senior, properly licensed teacher filling an open position first.

- D. The supervisor of the open position shall have the right to deny such a transfer (without regard to the provisions of Section 37.4B) provided that the supervisor explains the reasons directly to the applicant and at the request of the applicant, the reasons shall be reduced to writing. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- E. In the event of denial under Section 37.4C, the teacher shall have the right to apply for other positions in accordance with Section 37.4B.
- F. In the event the opening requires an extracurricular assignment and no qualified applicant is available within the school building, the seniority provision (Section 37.1A) may be waived in filling the opening.
- G. A teacher requesting a voluntary transfer, who is in a position subject to involuntary transfer, shall have a right to assignment over a voluntary transfer unless the District asserts educational need.

37.5 Emergency Transfer

- A. Teachers who are transferred on an emergency basis shall have the same rights specified in Section 37.3C and Section 37.3E and shall have the opportunity to exercise those rights after in-building transfers but prior to either voluntary or involuntary transfers or reassignments.
- B. Teachers who are subject to emergency transfer shall be provided reasonable transition time.

ARTICLE XXXVIII - UNREQUESTED LEAVE OF ABSENCE (LAYOFFS AND RECALL)

38.1 Purpose

The District may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. Timelines for unrequested leave shall conform with Minnesota Statute 122A.40.

38.2 Establishment of a Seniority List

- A. Any K-12 teacher who successfully completes eighty (80) or more consecutive duty days shall acquire seniority rights and be placed on the appropriate seniority list(s).
- B. Teachers employed under the bargaining unit as defined in Article "I" who are employed as replacements for teachers on leave, or teachers who are employed for less than thirty percent (30%) of the full-time teacher duty week or teachers who are excluded under provisions of 38.2A above, shall be excluded from seniority rights under this Contract. Should the teacher, at a later date, be employed to fill a vacancy without a break in

employment, seniority shall be retroactive to the original date of continuous employment.

- C. The District shall establish a seniority list for each area of licensure. In order to be placed on this seniority list(s), the teachers must be currently teaching in their field of licensure or they must have taught one (1) class for a period of sixty (60) school days or more in the District. Seniority shall be established from the date a contract is signed with the District. In the event that teachers have equal seniority, their seniority ranking shall be determined by a method agreed upon and conducted jointly by the Association and the District.
- D. Except as otherwise provided in this Article, teachers shall accrue seniority rights only for the time they are members of the bargaining unit. Teachers transferring from one (1) position to another shall retain all seniority accrued in the District.
- E. Teachers brought into the District by consolidation shall be credited with the full amount of seniority they accrued in the consolidated District. In the event their seniority is equal to the seniority of other teachers, their seniority ranking shall be determined by the drawing of lots. The drawing of lots shall be conducted jointly by the Association and the District.
- F. A teacher whose employment has been legally terminated by resignation or termination, pursuant to Minnesota Statute 122A.40 but whose employment was subsequently reinstated by action of the School Board, without interruption of regular services, shall retain the teacher's original seniority date.
- G. The ranking of seniority for the seniority list(s) shall be from the teacher with the highest seniority in the District to the teacher with the lowest seniority in the District. The District shall update the seniority list(s) to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services or new employees. Such revised list(s) shall govern the application of the unrequested leave of absence policy until thereafter revised.
- H. The District shall update the seniority list(s) on or before October 1 and April 15. Each seniority list(s) and subsequent updated list(s) shall be posted in each school building and a copy shall be provided to the Association.
- I. Any teacher who disagrees with the teacher's placement on the seniority list(s) shall have thirty (30) school days from the date of posting to initiate a challenge through the grievance procedure.

38.3 Unrequested Leave of Absence

- A. Teachers who have seniority rights shall be placed on unrequested leave of absence in fields in which they are licensed. A teacher shall be placed on an unrequested leave of absence in accordance with the seniority

list(s) established in Section 38.2C. In all cases, the teacher with the least amount of seniority shall be placed on unrequested leave of absence first.

- B. The provisions herein shall not apply if it will result in any violation of the District's affirmative action program which shall include ethnic, race, color, or sex; and any person employed in an affirmative action program may be retained in the field of licensure of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.
- C. When the position of a senior teacher is disrupted by the discontinuance of that position, the District has the right to make an assignment to avoid layoff. The District recognizes the right of teachers to retain their positions when that position is not affected by the discontinuance of positions. In making assignments to avoid layoff, the following provisions will apply:
 - 1. It will be made on the basis of a teacher's area of primary teaching experience in the District, to the extent possible.
 - 2. If the assignment is to a combination area position, it will be based on the teacher's experience in the combinations available as a teacher in the District, to the extent possible.
 - 3. Where clear choices are available for assignment to avoid layoff and when those choices are available to a defined group of teachers and when by exercising this choice the order and process of seniority of other teachers is not disrupted, then the District will follow the choice of assignment as expressed by the teachers in order of their seniority.
 - 4. When the assignment is outside the teacher's primary experience area, it will be based on retaining the most senior teacher(s).
 - 5. When the assignment is to combination areas outside the teacher's primary experience area, it will be based on retaining the most senior teacher(s).
 - 6. Teachers who are reassigned to avoid layoff shall have the first priority during the subsequent transfer procedures for transfer to a more desirable position available at that time.
 - 7. When it is necessary to create or continue a single teaching position that encompasses a combination of teaching areas, teachers will be assigned into the combination positions based on the seniority of the teacher in the area of that position of the combination which constitutes the majority of the teaching time.
- D. A part-time teacher has no employment claim beyond that portion of full-time for which the person is currently employed except as provided in Article "XXXIII", Section 33.5.

- E. Should a part-time position be discontinued by the District when the part-time teacher has sufficient seniority to be retained, that teacher will be provided the full-time position. Should the teacher refuse assignment to the full-time position, that refusal shall constitute a voluntary resignation.
- F. A teacher who is on a requested leave of absence but would have been placed on unrequested leave had they been actively working in the District will be placed on unrequested leave in accordance with the applicable provisions of this Article.
- G. Should a part-time position be the only position available to a full-time teacher who would otherwise be subject to unrequested leave, the teacher shall have the option of underemployment or unrequested leave.
 - 1. Underemployment shall be defined as a teacher being employed for less time than he/she was employed during the year that he/she was subject to unrequested leave action.
 - 2. Full employment shall be defined as an assignment equal in time to the individual's assignment during the year he/she was subject to unrequested leave action.
 - 3. Upgrading shall be defined as the opportunity to move from underemployment up to and including the teacher's full employment.
- H. Under employment upgrading shall be done by seniority and licensure. The underemployed teacher shall have upgrading rights equal to his/her rights had he/she been placed on unrequested leave.

38.4 Reinstatement

- A. A teacher shall be recalled from an unrequested leave of absence to available positions in the District in fields in which the teacher is licensed. Reinstatement shall be in the order of seniority and the teacher with the highest amount of seniority shall be reinstated first.
- B. The District shall maintain a recall list in accordance with Section 38.4A. This list shall be updated every April 15 and October 1, and a copy shall be forwarded to the Association.
- C.
 - 1. No appointment of a new teacher shall be made while there is available on unrequested leave or underemployment, a teacher who is properly licensed to fill such a vacancy.
 - 2. Notification of vacancies to teachers on unrequested leave shall be by certified mail to the last known address of the teacher as recorded in the office of the Director of Human Resources.
 - 3. In the event a teacher declines the offer of a position which is considered to be permanent at the time it is offered (except as

provided in this Contract) or fails to notify the District in writing of the teacher's intentions within ten (10) calendar days of the date of notification, the teacher shall be removed from the recall list.

- a. Should the tenth (10th) day for teacher acceptance of recall fall on a Saturday, Sunday or legal holiday, the period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
 - b. For purposes of commencing to count the ten (10) day period, the date shall be the day following the earlier of: the date of verified certified mail receipt; or, the date of return to the District of undelivered certified mail to the last address of District record for the teacher.
 - c. At the sole and exclusive discretion of the District, the ten (10) day teacher response period may be extended. Such extensions granted by the District shall not be deemed precedent for interpretation of this Contract, nor shall the refusal of the District to grant such extensions be grievable under Article XL of this Contract.
- D. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
 - E. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in the loss of any benefits accrued under the Master Contract while the teacher was employed by the District.
 - F. The rights of recall under unrequested leave of absence for a teacher who is not reinstated by recall to employment shall continue for a period of five (5) years from the date the teacher's unrequested leave began except as modified by the specific terms and conditions of this Article.
 - G. A teacher on unrequested leave who at the end of the five (5) year period has accumulated no less than three (3) years of term substitute teacher employment with Independent School District No. 535, shall be extended one (1) year on unrequested leave. The one (1) year extension shall be extended so long as the teacher has accumulated no less than three (3) years of term substitute employment during the immediately preceding five (5) year period.
 - H. The same provisions applicable to termination of probationary or continuing contracts in Minnesota Statutes, Section 122A.40, Subdivisions 5 and 7, shall apply to placement on unrequested leave of absence.
 - I. Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

- J. Teachers placed on unrequested leave during the school year effective at the conclusion of the school year, shall be subject to rescission of that action through June 30.
- K. No recall to employment shall take place between April 1 and July 1.
- L. Teachers on unrequested leave shall be required to annually renew their unrequested leave status.
 - 1. Written notice of availability for recall to employment from the teacher on unrequested leave must be received via certified mail in the District Office of Human Resources on or before April 15 of each year.
 - 2. Prior to May 1 of each year, the Office of Human Resources shall issue a reminder via certified mail to any teacher who has not notified the District in compliance with Section 38.4L1 above and to any teacher for which consideration of intent is deemed necessary.
 - 3. Evidence of the District notice having been sent by certified mail shall satisfy the District's obligation for prior notice. Any certified letter not received by the teacher and returned to the District, shall be forwarded by the District to the Association.
 - 4. Failure of a teacher on unrequested leave to provide an annual written notice to the Office of Human Resources of availability for recall to employment via certified mail by May 30 of each year, or failure of a teacher to respond by May 30 to a District request for clarification of intent as provided in Section 38.4L2 above, shall in each case cause the teacher to be removed from unrequested leave and shall constitute voluntary termination of employment.
 - 5. A certified notice sent by the District to the teacher on or after May 1, shall provide the teacher a thirty (30) day period for appropriate notice of availability for recall.

38.5 Recall/Bypass

A teacher on unrequested leave may, with the approval of the District, refuse one offer of employment recall. Such refusal shall not alter the teacher's right to recall to the next available position for which he/she is qualified by virtue of licensure and seniority. If a teacher being recalled is under contract to another school system, the teacher may, subject to the approval of the Rochester School District, defer return until a time convenient to the programs of both districts, but in no event beyond the start of the next school year.

ARTICLE XXXIX - WORK LOAD, PREPARATION PERIODS, CLASS SIZE, INTERACTIVE TELEVISION

- 39.1 A. The District shall maintain as much uniformity in faculty working hours as is reasonably possible. The typical workday is 8:00 a.m. to 3:45 p.m. with

a duty free lunch period at least equivalent to the time allowed students but no less than thirty (30) minutes. In the event of a different arrival and/or departure time, the total length of the in-school day shall not exceed seven (7) hours and forty-five (45) minutes of continuous duty including the duty free lunch period.

- B. Teachers are expected to be on duty according to the above schedule from Monday through Friday, except that they may leave on the last school day of the week, ten (10) minutes after the last regularly scheduled class in the building is dismissed.
 - C. A teacher wishing to be excused early shall consult with the building principal or immediate supervisor.
 - D. It is recognized that teachers are professionals and therefore they will meet the obligations of the position, including attendance at parent conferences, departmental meetings, faculty meetings, staff training sessions, and such other responsibilities that are reasonably required.
- 39.2
- A. The maximum daily student contact time for a teacher in half-day kindergarten or pre-kindergarten session shall be two (2) two and one-half (2-1/2) hours; or the amount necessary to maintain an annual average of 150 minutes per session; one (1) in the morning and one (1) in the afternoon.
 - B. The maximum daily student contact time for a teacher in all day kindergarten or grades one (1) through five (5) shall be an average of five and one-half (5-1/2) hours per day or a total of twenty-seven and one-half (27-1/2) hours per week. In each five day week/six day cycle, teachers of all day kindergarten and grades 1-5 will receive a minimum of 150/175 minutes of individual preparation time within the student contact day. Individual preparation time must be scheduled in usable blocks of at least 25 minutes each day. In addition, there will be at least 50 minutes of planning time from the beginning of the teacher duty day--until the students are scheduled to report. This time will be used for team planning, individual planning, and building staff meetings. The site staff may schedule up to one day per cycle for use of pre-school planning time by committees.
 - C. The maximum daily teaching time for a secondary teacher shall be equivalent to five (5) teaching periods in a seven (7) or eight (8) period day, not to exceed three hundred fifteen (315) minutes per day, passing time included; the student load for a teacher in that case shall not exceed the maximum number of 160 students except for teachers of performing music groups and physical education classes. An acceptable class size for instruction in physical education shall not exceed 40 pupils. The recommended average number of pupils per day per week for a secondary teacher of performing music groups is 180. Teachers may be assigned six (6) teaching periods per day by mutual consent between the teacher and the District; the student load for a teacher in that case shall not exceed one hundred eighty (180) students. The maximum daily

teaching time for secondary vocational teachers shall be five (5) teaching periods and the teacher shall have one hundred (100) minutes of preparation time. Teachers may be assigned additional student contact time (except as provided in Article "XXXIII", Section 33.1A), not to exceed two and one-half (2-1/2) hours per week. Additional student contact time may include such things as resource centers, target time, and study halls. Teachers will have one (1) period per day within the student contact day for individual preparation.

- D. Where the educational program is such that Section 39.2C above cannot be complied with, the total student contact time shall not exceed twenty-seven and one-half (27-1/2) hours per week.
- E. Where adequate voluntary noon luncheon and playground supervision is not available, the principal may assign such supervision providing it is done on an equitable basis within the school.

39.3 If the teacher feels that the size of the teacher's class is unreasonably large, the teacher may refer the problem to the Meet and Confer Council.

39.4 Interactive Television

- A. The parties agree that interactive television is primarily a matter of educational policy to be reached through the meet and confer process. The impact of the District's educational policy regarding interactive television affects the terms and conditions of employment of teachers including but not limited to those set forth in this Article.
- B. In the event that a Rochester teacher performs services involving interactive television outside of the District, then the provisions of this Contract shall follow that teacher. Supervisors in other districts must follow the provisions of this Contract as they may relate to that teacher providing interactive television services outside of the Rochester School District.
- C. Mileage at the applicable rate shall be paid for actual and necessary travel assigned to the teacher unless a school vehicle is utilized by the teacher.
- D. Broadcasting teachers are not responsible for technical repairs, technical set-ups, or technical maintenance.
- E. The broadcasting teacher would be responsible for the instructional procedures and activities consistent with District educational policy.

ARTICLE XL - GRIEVANCE PROCEDURE

40.1 Definitions and Interpretations

- A. Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of the terms of the Contract shall be a grievance.

- B. The term "grievant" means any teacher or the Association filing a grievance.
- C. The term "days" means any calendar day except Saturday, Sunday, and legal holidays.
- D. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.
- E. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement. Failure to file any grievance within the given time periods shall be deemed a waiver thereof. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the District shall use its best efforts to process such grievance before the end of the school term or as soon thereafter as possible.
- F. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period as computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

40.2 Informal Procedures

The grievant, either personally or accompanied by an Association representative, shall discuss the alleged grievance with the appropriate school principal or immediate supervisor. An effort shall be made to settle all differences informally.

40.3 Formal Procedures

- A. Notwithstanding the expiration of this Contract, any claim of grievance arising during the effective dates of the Contract may be processed through the grievance procedure until resolution.
- B. Level One - Building Principal or Immediate Supervisor
 1. If, after informal discussion with the school principal or immediate supervisor, the grievance still exists, the grievant may, within thirty (30) days after he/she knew or should have known about the event on which the grievance is based, invoke the formal grievance procedure.
 2. The grievance shall be filed through the Association on the form available from the Association representative and the principal or immediate supervisor in each building. A copy of the grievance shall be delivered to the principal or immediate supervisor, who shall forward a copy of the grievance to the Superintendent of Schools. If the grievance involves more than one school building, it may be filed with the Superintendent of Schools.

3. Within five (5) days of the receipt of the grievance, the principal or immediate supervisor shall meet with the grievant and a representative of the Association in an effort to resolve the grievance.
4. The principal or immediate supervisor shall indicate the disposition of the grievance, in writing, within five (5) days of such meetings and shall furnish a copy thereof to the grievant and the Association.

C. Level Two - Superintendent of Schools

If the grievant, or the Association if it is the grievant, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance may within five (5) days be transmitted to the Superintendent of Schools. Within ten (10) days after he/she received or should have received the grievance, the Superintendent of Schools or his/her designee shall meet with the grievant and a representative of the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meetings, and shall furnish a copy thereof to the grievant and to the Association.

D. Level Three - Arbitrator

1. If the grievant, or the Association if it is the grievant, is not satisfied with the disposition of the grievance by the District or if the disposition has not been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator provided the submission is made no later than thirty (30) days after the decision is received or should have been received from the District. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the parties shall make a selection from a five (5) member panel submitted to the two (2) parties by the Director of Mediation Services under the procedures established by the Director.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
3. The fees and expenses of the arbitrator shall be shared equally by the two (2) parties. Any other expense which the two (2) parties mutually agree are necessary to the conduct of the arbitration, shall be shared equally by the two (2) parties.

40.4 Denial of Grievance

Failure of the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal it to the next level.

40.5 Ordering of Remedies and Waiver

- A. A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Contract, shall immediately thereupon waive any and all rights to have a grievance and/or the right to have a grievance pursued on his/her behalf under this Article. Upon instituting a proceeding in another form as outlined herein, the right to initiate a grievance pursuant to this Article or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.
- B. This section shall not prevent an action from being pursued in multiple forms. This section shall only prohibit a party from moving concurrently under the grievance procedure and another form.
- C. This section shall not apply to actions to compel arbitration or to enforce the award of an arbitrator.

40.6 Rights of Teachers to Participate

No reprisals of any kind will be taken by the District or the school administration against any teacher because of the teacher's participation in the grievance procedure.

ARTICLE XLI - TEACHER ON SPECIAL ASSIGNMENT; CLINICAL SUPERVISORS; IMPLEMENTATION ASSOCIATES

- 41.1 The District and the Association agree that if teachers are hired to perform, on special assignment, educational projects, and/or specified teaching and administrative tasks, it shall be done in accordance with the following provisions:
 - A. All such positions shall be posted in accordance with Article "XXXVI", shall be filled by mutual agreement between the District and the individual teacher and the length of the appointment shall be stated in the job description at the time of the posting.
 - B. All special assignment positions shall be considered temporary and shall terminate upon the completion of the educational project and/or specified teaching and administrative task. Upon completion of the special assignment, the teacher shall return to the same position which the teacher held at the time the special assignment commenced, or if that position is no longer in existence, to a substantially equivalent position.
 - C. A teacher on special assignment shall receive the teacher's contracted salary and shall accrue all tenure, salary, fringe benefits, seniority, sabbatical leave credits, and all other benefits the teacher would have had, had the teacher taught in the teacher's regular position. The teacher will be covered by all terms and provisions of the Master Contract while on special assignment.

- D. Any deviation from the provisions of Section 41.1C, shall be negotiated between the District and the Association. In the case of an administrative assignment, deviations, if any, from Section 41.1C, shall be negotiated between the District and the individual teacher and the Association shall be notified.
- 41.2 The District and the Association agree that if teachers are assigned to perform the duties of Clinical Supervisors and Implementation Associates, it shall be done in accordance with the following provisions:
- A. All such positions shall be posted in accordance with Article XXXVI, including information as to a flexible work year and day, shall be filled with the mutual agreement between the District and the individual teacher, shall state the length of the appointment and shall specify the unit duties to be performed in the job description at the time of the posting.
 - B. Upon completion of the term as a Clinical Supervisor/Implementation Associate, the teacher shall return to the same position which the teacher held at the time the Clinical Supervisor/Implementation Associate role commenced, or if that position is no longer in existence, to a substantially equivalent position.
 - C. A teacher performing as a Clinical Supervisor/Implementation Associate shall receive the teacher's contracted salary, a stipend based upon category 7 on the Extracurricular Pay Schedule and shall accrue all tenure, salary, fringe benefits, seniority, sabbatical leave credits, and all other benefits the teacher would have had, had the teacher taught in the teacher's regular position. The teacher will be covered by all terms and provisions of the Master Contract while performing as a Clinical Supervisor/Implementation Associate.
 - D. Any deviation from the provisions of Section 41.2C, shall be negotiated between the District and the Association.

ARTICLE XLII - FRACTIONAL TIME TEACHERS

42.1 Definition

- A. A fractional time teacher is one who is employed in a position that is identified as basically temporary or seasonal in character in that it does not exceed sixty (60) continuous duty days from July 1 to June 30.
- B. Casual, hourly tutors shall be fractional time teachers for purposes of this Article. Teachers hired for identifiable class(es) on regular or term contracts, shall not be fractional time teachers.
- C. Exclusion

Fractional time teachers shall be excluded from all provisions of this Master Contract except as specifically provided in this Article.

42.2 The following articles/sections of this Contract shall apply to fractional time teachers by reference:

- A. Article I: Recognition
- B. Article XVI: Inclement Weather Policy or Other Unusual Conditions
- C. Article XX: Dues Check-Off
- D. Article XXI: Mileage
- E. Article XXXI: Association Representation
- F. Article XL: Grievance Procedure

42.3 Salary and Insurance

- A. Fractional time teachers shall be paid for time worked based on an hourly rate which is the rate determined by dividing the Bachelor's maximum annual salary (not including longevity) by 1400 hours.
- B. Any fractional time teacher who works or expects to work more than sixty (60) continuous days during the school year from July 1 to June 30, may at their option, purchase life insurance, disability insurance, single and/or dependent dental insurance, and single and/or dependent medical insurance at the prevailing group rates.

42.4 Professional Responsibilities and Terms of Employment

- A. Fractional time teachers may be required to participate beyond the defined duty day in staff meetings and other such responsibilities as are necessary to the performance of the professional duties of such positions.
- B. The duration of fractional time employment shall be limited to the terms of the individual's contract and shall be concluded and employment terminated upon due notice from the School Board. All hiring and termination shall be pursuant to formal action by the School Board.

ARTICLE XLIII - SUBSTITUTE TEACHERS

43.1 Per Diem Substitute Teachers

Per diem substitute teachers with rights of bargaining unit representation as required under the Public Employment and Labor Relations Act (PELRA), shall have access to the rights of Article I and Article XL of this Master Contract and shall be excluded from all others.

- A. The per diem substitute wage shall be the daily substitute wage as established by the School Board.

- B. A full day per diem substitute shall be defined as four (4) hours or more of daily assigned time.
- C. A half day per diem substitute shall be defined as less than four (4) hours of daily assigned time.

43.2 Term Substitute Teachers

A term substitute teacher shall be defined as a teacher under an individual term of employment contract with the School Board for services as a replacement for an incumbent teacher on a leave of absence when such leave has been approved by specific action of the School Board.

- A. Upon completion of sixty (60) accumulated days of employment as a per diem substitute for one (1) absent teacher, the teacher shall become a term substitute pursuant to Article 43.2.
- B. A term substitute shall have all the rights and benefits of this Master Contract excluding only Articles XXXIII, XXXVII, and XXXVIII.
- C. Should a term substitute teacher subsequently be employed as a regular contract teacher, without a break in employment, seniority shall be retroactive to the original date of continuous employment.
- D. The duration of term substitute employment shall be limited to the terms of the individual's contract and shall be concluded and employment terminated upon due notice from the School Board.

43.3 Term Substitute Employment

- A. Unrequested Leave of Absence Recall
 - 1. For all positions defined as a term substitute teacher under provisions of Section 43.2 of this Contract, which positions are less than one (1) full school year in duration, the District shall give first right of employment to teachers on unrequested leave based on recall licensure. There shall, however, be no order of employment obligation or right.
 - 2. For said positions that equal one (1) full school year in duration, the District shall give first right of employment to teachers on unrequested leave based on recall licensure and seniority. The teacher shall remain on the unrequested leave of absence recall list while employed as a term substitute teacher.
- B. The District shall retain the right to provide equal employment rights as a term substitute teacher to an individual who has held a position other than a bargaining unit position under this Contract:
 - 1. when such position was defined as a teacher under Minnesota Statute 122A.40;

2. when the individual is currently on unrequested leave from said position;
3. when the individual's date of employment is equal to or prior to the least senior teacher who is available for employment from the required licensure recall list.

43.4 Teachers on unrequested leave who are employed as substitute teachers shall be subject to all provisions of Article "XLIII".

ARTICLE XLIV - STRIKE, SLOWDOWN OR WITHHOLDING OF SERVICES

Absent a legal strike called by the Rochester Education Association following the expiration of this Master Contract, employees represented by the bargaining unit shall not engage in strike, slowdown or withholding of services during their duty day as employees. Activities during the duty day which shall cause, encourage, participate in or support any strike, slowdown, or other interruption or interference with the normal function of the District or with the normal work activities of any reporting employee shall be deemed a violation of this no-strike Article. Further, an employee who is absent from his/her work assignment without permission of the District, or who abstains wholly or in part from the full performance of his/her duties on the date(s) of a strike other than a legal strike called by the Rochester Education Association following the expiration of this Master Contract, shall be deemed a violation of this no-strike Article. Any employee in violation of this no-strike Article shall be subject to disciplinary action up to and including immediate discharge.

ARTICLE XLV - PUBLICATION OF THE CONTRACT

- 45.1 Copies of this Contract, titled "Master Contract Between the School Board of Independent School District No. 535 and the Rochester Education Association, Education Minnesota - NEA-AFT, 2003-2005" shall be printed at the expense of the District within forty-five (45) days after the Contract is signed. The District shall present to the Association enough copies for distribution to all teachers now employed along with a reasonable number of copies for use by the Association. The District shall furnish copies to all teachers hereafter employed and shall have available copies for perusal by teachers considered for employment by the District.
- 45.2 Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms of this or subsequent contracts to be executed by the parties. If an individual contract contains any language inconsistent with this Master Contract, the Master Contract shall be controlling.

ARTICLE XLVI - DURATION

- 46.1 Term of the Contract

This Contract shall remain in full force and effect for a period commencing on July 1, 2003, through June 30, 2005, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended.

46.2 Finality

- A. This Contract constitutes the full and complete agreement between the District and the exclusive bargaining representative representing the teachers of the District. The provisions herein supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations inconsistent with these provisions.
- B. This Contract shall be modified by any past practice of either the District or the teachers when it is agreed by the District and the Association that such past practice modifies or establishes the intent of the Contract, or when such past practice is determined by an arbitrator to modify or establish the intent of the Contract.
- C. This Contract may be reopened by mutual written agreement of the parties at any time to amend, modify, delete, or add to provisions of this Contract. The written agreement to reopen must include the specific item(s) to be negotiated.

46.3 Severability

The provisions of this Contract shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Contract or the application of any provision thereof.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the stated dates:

INDEPENDENT SCHOOL DISTRICT NO. 535

ROCHESTER EDUCATION ASSOCIATION

BY: _____
Breanna Bly, Board Chair

BY: _____
Dallas Glaser, President

BY: _____
James Pittenger, Board Clerk

BY: _____
Michelle Bacon, Teacher

BY: _____
Jerry Williams
Superintendent

Marsha Peterson, Teacher

John Samuell, Teacher

BY: _____
Tim Alexander
Director of Human Resources

Kim Shimak-Hansen, Teacher

Angel Morales, Field Staff

DATED: March 09, 2004

DATED: March 09, 2004

**BUILDING LEADERSHIP
(APPENDIX A)**

- Each secondary building site will be given funds to be used to compensate teachers performing building level leadership duties in budgeting, curricular, and departmental areas.
- The funds allotted to High School sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to that building, as of October 1st, by \$200.
- The funds allotted to Middle School sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to that building by 75% of \$200.
- The funds allotted to elementary school sites will be determined by multiplying the number of licensed teaching staff FTE's assigned to the building by 50% of \$200.
- The funds shall be divided among those teachers performing said duties in a way determined by the site council and principal, or other site level body, that includes the input and influence of those teachers who are affected.

EXTRACURRICULAR PAY SCHEDULE 2003-2004 (APPENDIX B)

HEAD COACHES							
YRS. EXP	BASKETBALL	HOCKEY	FOOTBALL	WRESTLING	GYMNASTICS	SWIMMING	TRACK
0-4	4711	4711	4711	4240	4240	4240	3769
5-9	5011	5011	5011	4540	4540	4540	4069
10-14	5311	5311	5311	4840	4840	4840	4369
15+	5611	5611	5611	5140	5140	5140	4669
	BASE/SOFT	CHEERLEAD	VOLLEYBALL	X-COUNTRY	GOLF	TENNIS	SOCCER
0-4	3769	3298	3769	3298	3298	3298	3769
5-9	4069	3598	4069	3598	3598	3598	4069
10-14	4369	3898	4369	3898	3898	3898	4369
15+	4669	4198	4669	4198	4198	4198	4669
ASSISTANT 'A' COACHES AND HEAD 'B' COACHES							
	BASKETBALL	HOCKEY	FOOTBALL	WRESTLING	GYMNASTICS	SWIMMING	TRACK
0-4	3156	3156	3156	2841	2841	2841	2525
5-9	3456	3456	3456	3141	3141	3141	2825
10-14	3756	3756	3756	3441	3441	3441	3125
15+	4056	4056	4056	3741	3741	3741	3425
	BASE/SOFT	CHEERLEAD	VOLYBALL	TENNIS	SOCCER	X-COUNTRY	
0-4	2525	2210	2525	2210	2525	2210	
5-9	2825	2510	2825	2510	2825	2510	
10-14	3125	2810	3125	2810	3125	2810	
15+	3425	3110	3425	3110	3425	3110	
ASSISTANT 'B' COACHES AND HEAD 8TH GRADE COACHES							
	BASKETBALL	FOOTBALL	VOLLEYBALL	BASE/SOFT	SOCCER	WRESTLING	
0-4	2685	2685	2148	2148	2148	2417	
5-9	2985	2985	2448	2448	2448	2717	
10-14	3285	3285	2748	2748	2748	3017	
15+	3585	3585	3048	3048	3048	3317	
ASSISTANT 8TH GRADE COACHES							
	BASKETBALL	FOOTBALL	VOLLEYBALL	BASE/SOFT	SOCCER	WRESTLING	
0-4	2214	2214	1771	1771	1771	1993	
5-9	2514	2514	2071	2071	2071	2293	
10-14	2814	2814	2371	2371	2371	2593	
15+	3114	3114	2671	2671	2671	2893	
ADAPTIVE ATHLETICS							
	SOCCER	FLOOR HOCKEY	BASE/SOFT				
0-4	3298	3769	3298				
5-9	3598	4069	3598				
10-14	3898	4369	3898				
15+	4198	4669	4198				

EXTRACURRICULAR PAY SCHEDULE 2003-2004 (APPENDIX C)

CAT	STEP	PAY	
4	0-4	2811	Band Director of Senior High Senior High Yearbook
	5-9	3093	
	10+	3397	
5	0-4	2342	Southtown Singers; Northern Lights; Danceline Advisor; Middle School Extramural Director
	5-9	2506	
	10+	2668	
6	0-4	2017	Senior High Newspaper; Director of each major dramatic production; Assistant Danceline Advisor; Senior High Student Council; Science Fair Director
	5-9	2177	
	10+	2342	
7	0-4	1662	Director of Debate Team; Director of Forensics; Visual Aides Assistant at Century, John Marshall, Mayo, Friedell, Kellogg, John Adams, Willow Creek; Technical Director of each major production; Assistant Band Director; Implementation Associates; Clinical Supervisors; Service Learning Facilitator, Vocational Club Advisors at High School as required by State
	5-9	1780	
	10+	1946	
8	0-4	1264	Speech & Dramatic Director at Senior High; Assistant Director of Debate Team; Assistant Director of Forensics; Elementary All City Band (2); Chorus (2), Orchestra (2); Math Coach; Science Olympiad Coach; Middle School Athletic Directors
	5-9	1384	
	10+	1475	
9	0-4	1080	Middle School Student Council Advisor; Assistant Math Coach; Middle School/Senior High Extramural Coaches, Pro Model Coach, Mock Trial/Knowledge Bowl
	5-9	1173	
	10+	1264	
10	0-4	937	Extramural Director of Senior High; Middle School Paper; Middle School Yearbook; each one act play Middle School; Assistant System Wide Science Fair Director; Middle School Creative Writing; Adaptive Athletic Coordinator, Middle School Jazz Band
	5-9	1008	
	10+	1080	
11	0-4	298	Senior High Winter Activity Advisor; No. Central Chairperson; Elementary Student Council Advisor; Elementary Yearbook; Junior Class Advisor (Prom); Sophomore Class Advisor; District History Day Coordinator; Middle School Advisor/Advisee Building Coordinator
	5-9	359	
	10+	418	

EXTRACURRICULAR PAY SCHEDULE 2004-2005 (APPENDIX D)

HEAD COACHES								
YRS. EXP	BASKETBALL	HOCKEY	FOOTBALL	WRESTLING	GYMNASTICS	SWIMMING	TRACK	
0-4	4758	4758	4758	4282	4282	4282	3807	
5-9	5058	5058	5058	4582	4582	4582	4107	
10-14	5358	5358	5358	4882	4882	4882	4407	
15+	5658	5658	5658	5182	5182	5182	4707	
	BASE/SOFT	CHEERLEAD	VOLLEYBALL	X-COUNTRY	GOLF	TENNIS	SOCCER	DANCELINE
0-4	3807	3331	3807	3331	3331	3331	3807	3331
5-9	4107	3631	4107	3631	3631	3631	4107	3631
10-14	4407	3931	4407	3931	3931	3931	4407	3931
15+	4707	4231	4707	4231	4231	4231	4707	4231
ASSISTANT "A" COACHES AND HEAD "B" COACHES								
	BASKETBALL	HOCKEY	FOOTBALL	WRESTLING	GYMNASTICS	SWIMMING	TRACK	
0-4	3188	3188	3188	2869	2869	2869	2551	
5-9	3488	3488	3488	3169	3169	3169	2851	
10-14	3788	3788	3788	3469	3469	3469	3151	
15+	4088	4088	4088	3769	3769	3769	3451	
	BASE/SOFT	CHEERLEAD	VOLLEYBALL	TENNIS	SOCCER	X-COUNTRY	DANCELINE	
0-4	2551	2232	2551	2232	2551	2232	2232	
5-9	2851	2532	2851	2532	2851	2532	2532	
10-14	3151	2832	3151	2832	3151	2832	2832	
15+	3451	3132	3451	3132	3451	3132	3132	
ASSISTANT "B" COACHES AND HEAD 9TH GRADE COACHES								
	BASKETBALL	FOOTBALL	VOLLEYBALL	BASE/SOFT	SOCCER	WRESTLING		
0-4	2712	2712	2170	2170	2170	2441		
5-9	3012	3012	2470	2470	2470	2741		
10-14	3312	3312	2770	2770	2770	3041		
15+	3612	3612	3070	3070	3070	3341		
ASSISTANT 9TH GRADE COACHES								
	BASKETBALL	FOOTBALL	VOLLEYBALL	BASE/SOFT	SOCCER	WRESTLING		
0-4	2236	2236	1789	1789	1789	2013		
5-9	2536	2536	2089	2089	2089	2313		
10-14	2836	2836	2389	2389	2389	2613		
15+	3136	3136	2689	2689	2689	2913		
ADAPTIVE ATHLETICS								
	SOCCER	FLOOR HOCKEY	BASE/SOFT					
0-4	3331	3807	3331					
5-9	3631	4107	3631					
10-14	3931	4407	3931					
15+	4231	4707	4231					

EXTRACURRICULAR PAY SCHEDULE 2004 - 2005 (APPENDIX E)

CAT	STEP	PAY	
4	0-4	2839	Band Director of Senior High Senior High Yearbook
	5-9	3124	
	10+	3431	
5	0-4	2365	Southtown Singers; Northern Lights; Danceline Advisor; Middle School Extramural Director
	5-9	2531	
	10+	2695	
6	0-4	2037	Senior High Newspaper; Director of each major dramatic production; Assistant Danceline Advisor; Senior High Student Council; Science Fair Director
	5-9	2199	
	10+	2365	
7	0-4	1679	Director of Debate Team; Director of Forensics; Visual Aides Assistant at Century, John Marshall, Mayo, Friedell, Kellogg, John Adams, Willow Creek; Technical Director of each major production; Assistant Band Director; Implementation Associates; Clinical Supervisors; Service Learning Facilitator; Vocational Club Advisors at High School as required by State
	5-9	1798	
	10+	1965	
8	0-4	1277	Speech & Dramatic Director at Senior High; Assistant Director of Debate Team; Assistant Director of Forensics; Elementary All City Band (2); Chorus (2), Orchestra (2); Math Coach; Science Olympiad Coach; Middle School Athletic Directors;
	5-9	1398	
	10+	1490	
9	0-4	1091	Middle School Student Council Advisor; Assistant Math Coach; Middle School/Senior High Extramural Coaches; Pro Model Coach, Mock Trial/Knowledge Bowl
	5-9	1185	
	10+	1277	
10	0-4	946	Extramural Director of Senior High; Middle School Paper; Middle School Yearbook; each one act play Middle School; Assistant System Wide Science Fair Director; Middle School Creative Writing; Adaptive Athletic Coordinator; Middle School Jazz Band
	5-9	1018	
	10+	1091	
11	0-4	301	Senior High Winter Activity Advisor; No. Central Chairperson; Elementary Student Council Advisor; Elementary Yearbook; Junior Class Advisor (Prom); Sophomore Class Advisor; District History Day Coordinator; Middle School Advisor/Advisee Building Coordinator
	5-9	363	
	10+	422	

SALARY SCHEDULE 2003-2004 (APPENDIX F)

STEP	BA	BA+15	BA+30	MAEQ	MA	MA+15	MA+30	ED SPEC	PHD
0	29970	31559	33411	34888	35268	38339	37371	38468	40683
1	30997	32764	34822	36454	36857	37907	39117	40188	42430
2	32072	33973	36232	38018	38468	39654	40859	41910	44153
3	33101	35249	37728	39701	40189	41401	42607	43652	45874
4	34130	36454	39205	41375	41892	43120	44329	45399	47595
5	36878	39505	42544	43895	44403	44864	46052	47122	49337
6	37893	40589	43714	46746	47393	48692	49856	51530	52421
7	39260	42030	45242	48032	48696	50031	51226	52904	55469
8				49677	50360	51732	52960	54358	56995
9								56179	58886
LONGEVITY									
=									
12-16 YRS/\$1100	40360	43130	46342	50777	51460	52832	54060	57279	59986
17-20 YRS/\$1600	40860	43630	46842	51277	51960	53332	54560	57779	60486
21-24 YRS/\$2100	41360	44130	47342	51777	52460	53832	55060	58279	60986
25-28 YRS/\$2600	41860	44630	47842	52277	52960	54332	55560	58779	61486
29+ YRS/\$3100	42360	45130	48342	52777	53460	54832	56060	59279	61986

The compensation for NBPTS certification is \$1,500, paid annually for the life of the certificate.

SALARY SCHEDULE 2004 - 2005 (APPENDIX G)

STEP	BA	BA+15	BA+30	MAEQ	MA	MA+15	MA+30	ED SPEC	PHD
0	30270	31875	33745	35237	35621	36703	37745	38853	41090
1	31307	33092	35171	36819	37225	38286	39508	40590	42854
2	32392	34313	36594	38398	38853	40050	41268	42329	44594
3	33432	35602	38106	40098	40591	41815	43033	44088	46333
4	34471	36819	39597	41789	42311	43551	44772	45853	48071
5	37246	39900	42970	44334	44847	45313	46513	47593	49831
6	38272	40995	44151	47213	47867	49179	50354	52045	52946
7	39653	42450	45694	48512	49183	50531	51738	53434	56024
8				50174	50863	52249	53489	54901	57565
9								56740	59475
LONGEVITY									
=									
12-16 YRS/\$1100	40753	43550	46794	51274	51963	53349	54589	57840	60575
17-20 YRS/\$1800	41253	44050	47294	51774	52463	53849	55089	58340	61075
21-24 YRS/\$2100	41753	44550	47794	52274	52963	54349	55589	58840	61575
25-28 YRS/\$2600	42253	45050	48294	52774	53463	54849	56089	59340	62075
29+ YRS/\$3100	42753	45550	48794	53274	53963	55349	56589	59840	62575

The compensation for NBPTS certification is \$1,500, paid annually for the life of the certificate.

(APPENDIX H)
HOURS, COMPENSATION, AND BENEFITS FOR ADULT LITERACY PROGRAM

1. Hours:

1.1 Setting: The District retains its authority to establish the minimum hours of assignment for individuals employed in its Adult Literacy Program. Forty (40) hours per week will be considered full-time. The District will establish the calendar for its Adult Literacy Program in consultation with its ABE employees and based upon the needs of students.

1.2 Flexibility: The District maintains the flexibility to set program hours, to modify program hours, to reassign staff to areas needed in the Adult Literacy Program, to reduce hours of employment in order to meet program needs, the ability to determine ratios of employees to enrollees in the Adult Literacy Program, and the ability to determine minimum and maximum teaching hours.

1.3 Notice: The District will provide 10 calendar days notice to the REA before decreasing the hours of an instructor in the Adult Literacy Program.

2. Compensation:

2.1 Salary: The ABE teachers will receive the same percentage increase (decrease) that is negotiated by the REA for the Master Contract's salary schedule.

2.2 Salary

A. The salary for 2003-2004 school year is \$22.23 per hour.

B. The salary for 2004-2005 school year is \$22.45 per hour.

2.3 Teachers in the Adult Literacy Program will be eligible to participate in the 403(b) program pursuant to the conditions and requirements contained in Article XVIII of the Master Contract between the School Board of Independent School District #535 and the Rochester Education Association and consistent with the district guidelines for participation in the health insurance program.

2.4 Prep Time: Teachers will be paid 30 minutes of prep time for each hour after of learner contact time.

2.5 Lunch: Adult Literacy Teachers who are scheduled before and after the noon hour are eligible for .5 hour paid lunch. This includes those who travel between buildings during the noon hour.

3. Insurance:

3.1 District Contribution and Coverage:

Teachers in the Adult Literacy Program will be eligible for health/hospitalization, dental, term life, and disability insurance pursuant to the conditions and requirements contained in Article 24 of the 2003-2005 Master Contract between the School Board of Independent School District #535 and the Rochester Education Association.

3.2 "Grandparent" Provision:

ABE teachers who are covered under District provided insurance as of the date of the signing of the Joint Memorandum shall be entitled to continue that coverage under the conditions existing as of that date and are not subject to the requirements of paragraph 3.1 above.

4. Leaves:

4.1 Sick Leave: A day of sick leave is equal to the number of hours the ABE teacher is scheduled to work per day. Teachers are eligible for ten (10) paid sick days during the school year. Sick leave may accumulate up to 30 days.

4.2 Teacher Leave Day: A day of personal leave is equal to the number of hours the teacher is scheduled to work per day. Teachers are eligible for two (2) personal days during the school year. Personal leave may not be accumulated from year to year. Personal leave days will be credited to each teacher on July 1 of each year.

4.3 Maternity Leave: Maternity leaves will be granted on the recommendation of the treating physician.

5. Seniority: Seniority shall be defined as the date on which a teacher is hired as an hourly employee in the Adult Basic Education program. Seniority for the current teaching staff will be retroactive to the point in time when the Adult Basic Education and the Adult Refugee ESL Programs merged (1991). No seniority from K-12 program will be carried over to the ABE program. The parties agree that teachers hired in the Adult Basic Education program shall not accumulate seniority on the K-12 teacher seniority list. Accrual of seniority within the ABE program shall follow normal seniority provisions. Tie breakers, to determine seniority shall apply in the following:

1. Total number of years teaching in and outside of Rochester.
2. Highest degree in the area of teaching for which the tie must be broken.
3. Total number of credits beyond the BA degree.
4. Most continuing education units in each person's teaching field.

6. Program Openings/Transfer: Upon program opening, job will be posted internally for 5 days before offered externally. All applications for internal program

openings/transfers will be filled on the basis of experience, qualifications and educational needs.

7. Layoff and Reinstatement: Placement on unrequested leave of absence shall be based upon seniority, area of licensure and educational need. Reinstatement of ABE teachers shall be in the inverse order of placement on unrequested leave of absence.
8. Paid Holidays: National holidays that occur during a scheduled work week will be a paid holiday: President's Day or Martin Luther King Day, July 4th, Memorial Day, Labor Day.
9. Continuing Education: As a result of state funding all teachers will be paid for 12 hours per year of Continuing Education. This may not be carried over from one year to the next and will be possible only as long as state funding supports it.
10. Snow Days: When the Rochester Public Schools and/or Community Education cancel classes, the Literacy Program must close also. If RCTC closes, Literacy classes at that site must be canceled. The teachers will be paid for the number of hours they were scheduled to work that day. Those teachers at work sites who teach on snow days will be compensated with paid time off.
11. Mileage: Teachers who travel between buildings will be reimbursed according to Article 21 of the Master Contract.

**MEMORANDUM OF AGREEMENT (APPENDIX I)
PROGRAM DEVELOPMENT COMPENSATION**

MEMORANDUM OF AGREEMENT

PARTIES: THE DISTRICT AND THE ASSOCIATION

DATE: MARCH 2004

SUBJECT: PROGRAM DEVELOPMENT COMPENSATION

The District and the Association agree that for the term of the 2003-2005 Master Contract, summer school program development shall be compensated at an hourly rate derived from the MA+15 step five (5) of the teachers' salary schedule. Further, the parties agree that program development contracted for a time other than during summer school and not requiring the teacher to adhere to a district defined duty day shall be compensated pursuant to the Special Project provisions of the Master Contract Article 26.7.

The provisions of this agreement shall continue until a successor agreement is ratified.

For the District Date

For the Association Date

**MEMORANDUM OF AGREEMENT (APPENDIX K)
ALTERNATIVE COMPENSATION**

MEMORANDUM OF AGREEMENT

PARTIES: THE DISTRICT AND THE ASSOCIATION

DATE: MARCH 2004

RE: ALTERNATIVE COMPENSATION

The District and the Association agree that alternative compensation has some merit if and when a stable funding source becomes available for future consideration. If both parties agree that a stable funding source has become available for alternative compensation, the District and the Association agree to the following process:

- a. A committee will be formed consisting of equal representation from the District and the Association to develop a plan.
- b. The funding source for the new plan must continue long enough to allow the new compensation system to be evaluated and assessed.
- c. The new plan will show how new methods of compensation will be paid for by the new revenue.
- d. The new plan will be presented to the negotiations teams for consideration during the 2005-2007 negotiations.

This Memorandum of Agreement will sunset on June 30, 2005.

For the District Date

For the Association Date

**MEMORANDUM OF AGREEMENT (APPENDIX L)
ELEMENTARY AND SECONDARY EDUCATION ACT**

MEMORANDUM OF AGREEMENT

PARTIES: THE DISTRICT AND THE ASSOCIATION

DATE: MARCH 2004

RE: The impact of the Elementary and Secondary Education Act of 2001 and other legal mandates on terms and conditions of employment.

The Rochester School Board of Independent School District #535 (Board) and the Rochester Education Association (REA) have reached the following understandings and agreement with regard to the implementation of requirements of ESEA and other state and federal laws.

Both the Board and the REA recognize the need to identify requirements of both state and federal law including the "Elementary and Secondary Education Act of 2001, section 1119, 'Guidelines for teachers'."

Further the Board and REA recognize the need for and the legal obligation of employers to provide their employees with appropriate staff development programs to enhance employee performance.

For the District Date

For the Association Date

**MEMORANDUM OF AGREEMENT (APPENDIX M)
CLASSROOM RESTORATION ACTIVITIES**

MEMORANDUM OF AGREEMENT

PARTIES: THE DISTRICT AND THE ASSOCIATION

DATE: MARCH 2004

RE: Compensation for teachers performing mutually agreed upon classroom restoration activities.

The Rochester School Board of Independent School District #535 and the Rochester Education Association (REA) have reached the following understanding and agreement with regard to compensation for teachers who spend extra time in their work areas after they have been negatively impacted by construction, remodeling and/or accidental destruction.

Compensation – Mutual agreement between administration and teacher for unusual/exceptional situation which may require a teacher to participate in the cleaning, moving or restoration of a classroom when construction, renovation or emergency occurs. This language applies when unforeseen duties being performed by the building custodial staff do not allow for timely completion of these tasks.

The teacher and administration must agree to the type of work to be performed and the time needed to complete the task.

The teacher will be compensated at the rate of \$15 per hour.

For the District Date

For the Association Date

**MEMORANDUM OF AGREEMENT (APPENDIX N)
PROFESSIONAL RESPONSIBILITIES**

MEMORANDUM OF AGREEMENT

PARTIES: THE DISTRICT AND THE ASSOCIATION

DATE: MARCH 2004

**RE: PROFESSIONAL RESPONSIBILITIES AND TEACHER
DUTY DAY**

The Rochester School Board of Independent School District #535 (Board) and the Rochester Education Association (REA) agree to form a Joint Task Force charged with developing a system to collect data on professional responsibilities and duty day responsibilities of regular education and special education teachers.

The data will be collected during the 2004-2005 school year and will be made available to the District and REA negotiating teams at the end of that school year.

The Joint Task Force will be made up of three (3) representatives from the District and three (3) representatives from the REA. The Joint Task Force will meet during the spring of 2004 to develop the data collection system.

For the District

Date

For the Association

Date

**MEMORANDUM OF AGREEMENT (APPENDIX O)
TAX DEFERRAL OF SEVERANCE PAY**

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and

Whereas, the exclusive representative and the school district recognize the tax advantages of this new option for both the employer and the employees,

Be it therefore resolved that the parties agree to the following:

Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403(b) account and a health care savings plan. The School District will place an amount equal to the value of 70% of the amount into the retiree's 403(b) account and the amount equal to the value of 30% into a health care savings plan for the retiree. Any employee who participates in the District 403(b) Match plan in Article XVIII will have the District contributions deducted from the severance after the percentages have been determined. The deduction will be from the 70% 403(b) amount only. The retiree will not receive any direct payment from the school district for severance pay.

The school district's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the amount calculated in #1 exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).

The school district contribution(s) (into the retiree's 403(b) account and Health Care Saving Plan) will be made according to the same timeline as was provided for the direct payment of severance pay.

Employers will only make contributions to investment vendors that hold harmless agreements on file with them. For purposes of calculating the maximum deferral limit, the employer will provide the retiree with contribution information for the previous twelve (12) months. The employee will then submit the calculation of maximum deferral from the vendor.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

For the District Date

For the Association Date

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